



AGENDA

Virtual Meeting

Tuesday, April 5, 2022

9:00 AM

*****BY VIDEOCONFERENCE ONLY*****

This meeting of San Mateo County Board of Supervisors will be held by teleconference only pursuant to Government Code Section 54953(e). No physical location will be available for the meeting. However, members of the public will be able to participate in the meeting remotely via the Zoom platform. For remote public participation instructions, please refer to the end of the agenda.

In addition, a video broadcast of the meeting can be viewed at: <https://sanmateocounty.legistar.com>. Closed Captioning will be provided for all Board meetings. While watching the video broadcast, please scroll over the video and click "CC" to turn closed captions on.

Public Participation

The April 5, 2022 Board of Supervisors meeting may be accessed through Zoom online at <https://smcgov.zoom.us/j/99336397086>. The meeting ID is: 993 3639 7086. The April 5, 2022 Board of Supervisors meeting may also be accessed via telephone by dialing +1-669-900-6833 (Local). Enter the meeting ID: 993 3639 7086, then press #. (Find your local number: <https://smcgov.zoom.us/u/admSDqceDg>)

*Written public comments may be emailed to boardfeedback@smcgov.org, and should include the specific agenda item on which you are commenting.

*Spoken public comments will also be accepted during the meeting through Zoom. If you only wish to watch the meeting and do not wish to address the Board, the Clerk requests that you view the meeting through Legistar.

***Please see instructions for written and spoken public comments at the end of this agenda.**

Se puede acceder a la reunión de la Junta de Supervisores del 5 de abril de 2022 a través de Zoom en línea en <https://smcgov.zoom.us/j/99336397086>. El ID de la reunión es: 993 3639 7086. También se puede acceder a la reunión de la Junta de Supervisores del 16 de Noviembre de 2021 por teléfono llamando al +1-669-900-6833 (local). Introduzca el número de identificación de la reunión: 993 3639 7086, y pulse #. (Busque su número local: <https://smcgov.zoom.us/j/99336397086>).

Se ofrecerá interpretación en directo de toda la reunión en español. Para acceder a los servicios de interpretación en directo, haga clic en el icono del globo de interpretación en los controles de su reunión/webinar de Zoom y seleccione el idioma correspondiente.

ADA Requests

Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format

for the meeting, should contact Sukhmani Purewal, Assistant Clerk of the Board, by 10:00 a.m. on the day before the meeting at (650) 363-1802 and/or spurewal@smcgov.org. Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

PLEDGE OF ALLEGIANCE

ROLL CALL

HONORING THE LIFE OF / BOARD MEMBER REMARKS

PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any County-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) County Manager's Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board should complete a speaker's slip to make a public comment. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board President.

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

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

PRESENTATIONS AND AWARDS

1. Quarterly poetry reading by San Mateo County Poet Laureate Aileen Cassinetto.

Sponsors: Supervisor Warren Slocum

2. Presentation of a proclamation designating April 2022 as National Poetry Month.

Sponsors: Supervisor Warren Slocum

3. Conversations about Black Women's History Month.

Sponsors: Supervisor Don Horsley

4. Presentation of a proclamation designating April 2022 as Child Abuse Prevention Month.

Sponsors: Supervisor Dave Pine

5. Presentation of a proclamation designating April 2022 as Arts, Culture, and Creativity Month.

Sponsors: Supervisor Carole Groom

REGULAR AGENDA

HEALTH

6. Adopt a resolution authorizing an agreement with California Advanced Imaging Medical Associates, Inc. to provide radiology services for the term of April 1, 2022 through March 31, 2025, in an amount not to exceed \$10,215,000.

PARKS / PLANNING AND BUILDING

7. Public hearing to consider an appeal of the Planning Commission's denial of a Coastal Development Permit, pursuant to Section 6328.4 of the County Zoning Regulations, for the County Parks Department's Off-Leash Dog Recreation Pilot Program:

A) Open the public hearing

B) Close the public hearing

C) Uphold in part and overturn in part the Planning Commission's decision to deny the Parks Department's application for a Coastal Development Permit to implement the off-leash pilot program at Pillar Point Bluffs and Quarry Park, as follows: deny the CDP for the pilot program at Pillar Point Bluffs for the reasons stated by the Planning Commission, and approve the CDP for the pilot program at Quarry Park on the basis that it is in conformity with the Local Coastal Program, General Plan and zoning regulations, as conditioned by staff recommendation.

PLANNING AND BUILDING

8. Recommendation to:

A) Adopt a resolution adopting the Mitigated Negative Declaration for the General Plan amendment, zoning map amendment, major subdivision, and grading permit for the development of six townhouses at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area; and

- B) Adopt a resolution amending the San Mateo County General Plan Land Use Map to change the land use designation of Assessor Parcel Numbers 069-311-250 and 069-311-340 from "Medium Density Residential" to "High Density Residential", at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area; and
- C) Adopt an ordinance amending Chapter 2 of Division VI of the San Mateo County Ordinance Code (Zoning Annex) to revise the zoning maps, Appendix A, to change the zoning of Assessor Parcel Numbers 069-311-250 and 069-311-340 from R-1/S-74 to R-3/S-3, at 1301 AND 1311 Woodside Road in the unincorporated Sequoia tract area, previously introduced to the Planning Commission on December 8, 2021, and waive reading of the ordinance in its entirety; and
- D) Approve the Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A.

CONSENT AGENDA

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

BOARD OF SUPERVISORS

- 9. Adopt a resolution to approve the San Mateo County Public Arts Policy.
Sponsors: Supervisor Carole Groom and Supervisor Warren Slocum
- 10. Ratification of a resolution honoring and commending College of San Mateo on its 100th Anniversary.
Sponsors: Supervisor Don Horsley

COUNTY ATTORNEY

- 11. Approve corrections to the identified tax rolls and corresponding tax refunds.

COUNTY EXECUTIVE

- 12. Adopt a resolution finding that the COVID-19 pandemic state of emergency continues to present imminent risks to the health or safety of attendees and that it continues to directly impact the ability of members of the Board of Supervisors to meet safely in person.
- 13. Recommendation to confirm Michael Wentworth as Chief Information Officer (CIO)/Director of Information Services.
- 14. Adopt a resolution authorizing a sixth amendment to the agreement with the San Mateo County Economic Development Association to increase the maximum amount authorized to be expended thereunder by \$180,000 for a new maximum amount not to exceed

\$744,810 and extend the term of the agreement through September 30, 2022, for support and assistance with implementation of the economic recovery components of the San Mateo County Recovery Initiative, including project management, user outreach and business enrollment in the Choose Local San Mateo County application.

15. **Measure K:** Adopt a resolution authorizing a Memorandum of Understanding (MOU) with the San Mateo County Libraries in support and in furtherance of the “The Big Lift” Initiative for the term July 1, 2021 through June 30, 2023, in an amount not to exceed \$1,188,012 each fiscal year for a total amount not to exceed \$2,376,024, and authorizing the County Manager, or designee, to execute the MOU.
16. **Measure K:** Approve an Appropriation Transfer Request (ATR) transferring **Measure K** reserves in the amount of \$1,913,930 to the County Manager Big Lift program to account for an expense paid out of the FY 2021-22 Budget.
17. Adopt a resolution authorizing an amendment to the agreement with Design Build Development Group, Inc. to continue to provide construction management services for County projects and increasing the amount by \$5,000,000 to an amount not to exceed \$7,199,000.
18. Recommendation to:
 - A) Adopt a resolution accepting donations in the aggregate amount of \$93,499 from various community partners for the children’s vaccination clinic at the San Mateo County Event Center; and
 - B) Approve an Appropriation Transfer Request (ATR) recognizing unanticipated revenue in the amount of \$93,499 from various community partners to Non-Departmental Services for the children’s vaccination clinic at the San Mateo County Event Center.
19. Adopt a resolution authorizing:
 - A) The President of the Board of Supervisors to execute a Permit Agreement with T-Mobile West LLC (“Permittee”) for the operation of a wireless communication facility at the Half Moon Bay Airport Communication Site, located at 9850 Cabrillo Hwy. North, Half Moon Bay, also known as County Assessor Parcel Number 037-292-030 (“Property”), at an initial monthly rate of \$4,328.00, for a five-year term, with one option to extend for an additional five years; and
 - B) The County Executive Officer, or his designee, to accept or execute notices, options, and documents associated with the Agreement including, but not limited to, extension or termination of the Agreement under the terms set forth therein.
20. Adopt a resolution authorizing:

- A) The President of the Board of Supervisors to execute the First Amendment to Restaurant Concession Agreement with Thieves' Market, LLC for the leasing of approximately 1,442 square feet of restaurant and office space, and non-exclusive use of the common areas, including approximately 227 square feet of lobby area, approximately 296 square feet of restroom area, approximately 2,136 square feet of outside seating area, and the landscaped area adjacent to the front entry, at the Half Moon Bay Airport, also known as Assessors' Parcel Number 037-292-030, for the continued term through October 31, 2024, with updated Base Rent, Utility Charges, Rental Adjustments, Tenant Improvements, and Trash, Recycling, and Compost Removal; and
- B) The Director of Public Works or the Director's designee to execute notices, options and documents associated with this Agreement and non-substantive additions, clarifications and amendments to this Agreement after consultation with County Attorney.

21. Accept this informational report on the 2022 State and Federal Legislative sessions.

GOVERNING BOARD

22. Acting as the Governing Board of the Fair Oaks Sewer Maintenance District, adopt a resolution authorizing:
- A) An amendment to the agreement for transmission of sanitary sewage by and between the Fair Oaks Sewer Maintenance District and the Town of Woodside; and
 - B) An amendment to the agreement for sanitary sewerage treatment capacity rights and services by and between the Fair Oaks Sewer Maintenance District, the Town of Woodside, and the City of Redwood City.

HEALTH

23. Adopt a resolution authorizing an addendum to the participation agreement with the State of California Department of Health Care Services in the Medi-Cal County Inmate Program for the term of July 1, 2020 to June 30, 2023.
24. Adopt a resolution authorizing an amendment to the agreement with Millbrae Assisted Living Home, LLC for residential care services, increasing the amount by \$565,760 to an amount not to exceed \$2,668,160, with no change to the term.

HUMAN RESOURCES

25. Report recommending the denial of claims (Non-culpable)

PLANNING AND BUILDING

26. Adopt a resolution authorizing an amendment to the agreement with 4Leaf, Inc. for the provision of plan review services, increasing the amount payable under the agreement by \$400,000 to an amount not to exceed \$600,000.

PUBLIC WORKS

27. Adopt a resolution:
- A) Adopting plans and specifications, including conformance with prevailing wage scale requirements, for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project; and
 - B) Authorizing the President of the Board to execute an agreement with Gordon N. Ball, Inc., in the amount of \$3,703,200 for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project; and
 - C) Authorizing the Director of Public Works to:
 - 1. Execute subsequent change orders to grant time extensions for project completion and payment up to a maximum aggregate amount not to exceed \$370,320, or approximately 10 percent of the agreement amount; and
 - 2. Approve payment up to the not to exceed amount of \$4,073,520 for items requiring adjustment based on unit bid prices without execution of a change order.

SHERIFF

28. Approve an Appropriation Transfer Request (ATR) in the amount of \$350,448 to establish a budget appropriation and record revenue for the 2021 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant.
29. Accept the report on the Inmate Welfare Trust Fund for the period of July 1, 2020 through June 30, 2021.

CLOSED SESSION

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

30. **Conference with Legal Counsel - Anticipated Litigation:**
Initiation of litigation pursuant to subdivision (c) of Section 54956.9
One case

Conference with Labor Negotiator:

Negotiations: California Nurses Association (CNA); Deputy Sheriff's Association Sworn/Safety Personnel (DSA); Organization of Sheriff's Sergeants (OSS); and Service Employees International Union (SEIU).

Agency designated representative attending Closed Session: Kelly Tuffo

ADJOURNMENT***Instructions for Public Comment During Teleconference Meetings**

During teleconference meetings of the Board of Supervisors, members of the public may address the Members of the Board as follows:

***Written Comments:**

Written public comments may be emailed in advance of the meeting. Please read the following instructions carefully:

1. Your written comment should be emailed to boardfeedback@smcgov.org.
2. Your email should include the specific agenda item on which you are commenting, or note that your comment concerns an item that is not on the agenda or is on the consent agenda.
3. Members of the public are limited to one comment per agenda item.
4. The length of the emailed comment should be commensurate with the two minutes customarily allowed for verbal comments, which is approximately 250-300 words.
5. If your emailed comment is received by 5:00 p.m. on the day before the meeting, it will be provided to the Members of the Board and made publicly available on the agenda website under the specific item to which your comment pertains. If e-mailed comments are received after 5:00p.m. on the day before the meeting, the Clerk will make every effort to either (i) provide such e-mailed comments to the Board and make such e-mails publicly available on the agenda website prior to the meeting, or (ii) read such emails during the meeting. Whether such e-mailed comments are forwarded and posted, or are read during the meeting, they will still be included in the administrative record.

***Spoken Comments**

1. The April 5, 2022 Board of Supervisors meeting may be accessed through Zoom online at <https://smcgov.zoom.us/j/99336397086>. The meeting ID is: 993 3639 7086. The April 5, 2022 Board of Supervisors meeting may also be accessed via telephone by dialing +1-669-900-6833 (Local). Enter the meeting ID: 993 3639 7086, then press #. (Find your local number: <https://smcgov.zoom.us/u/admSDqceDg>)

2. You may download the Zoom client or connect to the meeting using an internet browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.

3. You will be asked to enter an email address and name. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.

4. When the Board President or Clerk of the Board calls for the item on which you wish to speak, click on "raise hand." At such time, the Clerk will announce the name of the last person whose hand was raised and that person will be the last verbal comment for that item. If any additional speakers queue up after the last-called speaker, you will be asked to email your public comment to boardfeedback@smcgov.org. During the public comment period, the clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak.

Please note that the County will only be recording meetings of the Board of Supervisors through Legistar, and will not be recording through Zoom. For any questions or concerns regarding Zoom, including troubleshooting, privacy, or security settings, please contact Zoom directly.

Telecasts of the San Mateo County Board of Supervisors meetings can be seen throughout most of San Mateo County on Fridays at 10:00PM and Saturdays at 12:00AM on Peninsula TV Channel 26. Palo Alto Cable viewers can see the meetings Saturdays at 5:00PM on Channel 29. Please check local programming schedules for any additional air times. For more information on air dates for other communities, please contact Peninsula TV at (650) 637-1936.

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making those public records available for inspection. Documents and upcoming meetings are also available on the County's agenda management website at: <https://sanmateocounty.legistar.com/Calendar.aspx>. The San Mateo County Ordinance Code is online: https://library.municode.com/ca/san_mateo_county/codes/code_of_ordinances



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 4

File #: 22-225

Board Meeting Date: 4/5/2022

Quarterly poetry reading by San Mateo County Poet Laureate Aileen Cassinetto.

SAN MATEO COUNTY POET LAUREATE



Poetry Reading *by* **San Mateo County Poet Laureate** **Aileen Cassinetta** **Tuesday, April 5, 2022**

About the poet:

Aileen Cassinetta is an Academy of American Poets Laureate Fellow and the third Poet Laureate of San Mateo County. Between 2019 and 2022, she helped launch youth programs and youth poetry competitions in the county, as well as the Makerspace Poetry Lab project to foster critical and creative thinking. She also produced the short ecopoetry films, “Breathe” (an official selection in the Nature & Culture Poetry Film Festival in Copenhagen) and “decompose” (forthcoming, in collaboration with the Documentary Film Institute). In 2022, she partnered with Filoli Historic House & Garden to launch the Inaugural Filoli Ecopoetry Award to highlight connections between humans and the environment.

About this poem:

“Take Heart” was commissioned by the San Mateo Medical Center’s Wellness Team, with support from the County Manager, the Office of Arts & Culture, and the San Mateo County Health Foundation, to honor the families and loved ones of those we lost to Covid-19 and all those who endeavored through the pandemic. It is permanently on display at the San Mateo Medical Center in San Mateo, SMMC Gateway Clinic in Burlingame, SMMC Daly City Health Center, SMMC Daly City Youth Health Center, SMMC Coastside Clinic in Half Moon Bay, SMMC Fair Oaks Health Center and SMMC Sequoia Teen Wellness Center in Redwood City, and SMMC South San Francisco Clinic.

TAKE HEART

Take heart from a hummingbird, a handful
of earth. See how memory bears fruit,
to carry history, healing, offspring.
Listen for sounds gently rising above
the hum and din, the prayers of one so far
from home and kin. Say you remembered
to put out feeders, withhold water
from inflorescent tomcat clovers.
Say you are here in lieu of flowers.
What did you lose the year of our
sheltering. Whom do you honor with
the hope you bring. Take heart, listen, sounds
of kindness are bouncing off hard surfaces.
Praise bedside care and all its auspices.



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 4

File #: 22-226

Board Meeting Date: 4/5/2022

Presentation of a proclamation designating April 2022 as National Poetry Month.

Proclamation

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
PROCLAIMS APRIL 2022 as

National Poetry Month

WHEREAS, in 1996, to support American poets of all ages of their careers and to foster the appreciation of contemporary poetry, the Academy of American Poets established the month of April as National Poetry Month – the largest literary celebration in the world; and

WHEREAS, poetry enhances and enriches our lives; fosters critical thinking, discipline, creativity, self-expression, and problem solving skills; has inspired other artists in the fields of music, theatre, film, dance and the visual arts; and

WHEREAS, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets; introduces Americans to the pleasures and benefits of reading poetry; brings poets and poetry to the public in immediate and innovative ways; makes poetry an important part of our children's education; and

WHEREAS, poetry is an essential part of the arts and humanities – a beloved and vital component of San Mateo County's rich cultural landscape and history; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of San Mateo County do hereby proclaim April 1 through April 30, 2022 as National Poetry Month. We call upon public officials, educators, librarians, and all the people of San Mateo County to observe this month, to celebrate the cultural riches our community has to offer, and to recognize the important role poetry in creating and sustaining this great nation with appropriate ceremonies, activities, and programs.

Dated: April 5, 2022

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

DAVID J. CANEPA

Attest:

Deputy Clerk of the Board of Supervisors



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 3

File #: 22-227

Board Meeting Date: 4/5/2022

Conversations about Black Women's History Month.



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 1

File #: 22-228

Board Meeting Date: 4/5/2022

Presentation of a proclamation designating April 2022 as Child Abuse Prevention Month.

PROCLAMATION

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
PROCLAMATION DESIGNATING THE MONTH OF

APRIL 2022 AS CHILD ABUSE PREVENTION MONTH

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

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

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

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

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

***NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of San Mateo, State of California, hereby designates the month of April 2022 as Child Abuse Prevention Month and urges all residents, community agencies, faith groups, medical facilities and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening our community.*

Dated: April 5, 2022

SUPERVISORS:

DON HORSLEY, President

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

DAVID J. CANEPA

Attest: _____
Deputy Clerk of the Board of Supervisors



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 2

File #: 22-229

Board Meeting Date: 4/5/2022

Presentation of a proclamation designating April 2022 as Arts, Culture, and Creativity Month.

PROCLAMATION

THE BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
PROCLAMATION DESIGNATING APRIL 2022 AS THE

ARTS, CULTURE, AND CREATIVITY MONTH

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

WHEREAS, on April 25, 2019, the California Legislature adopted Senate Concurrent Resolution No. 33 proclaiming April 2019 and every April thereafter as **ARTS, CULTURE, AND CREATIVITY MONTH**; and

WHEREAS, Resolution No. 33 recognizes that California employs the highest number of people in creative industries – architecture, entertainment, fashion, media, and publishing – than any other state in the nation, representing 8.2% of California’s GSP; and

WHEREAS, the County of San Mateo has acknowledged the importance of **ARTS, CULTURE, AND CREATIVITY** in our community by establishing an Office of Arts and Culture which houses the San Mateo County Arts Commission and works to complete programs and initiatives outlined in the Board of Supervisors adopted Strategic Arts and Culture Plan; and

WHEREAS, ARTS, CULTURE, AND CREATIVITY are known to heal, build community, engage youth, advance social justice and equity, and create jobs; and

WHEREAS, by recognizing **ARTS, CULTURE, AND CREATIVITY MONTH**, this supports the healthy development of children and youth in providing arts education in the school; and

WHEREAS, ARTS, CULTURE, AND CREATIVITY serve to give voice to our many communities, spark individual expression, foster empathy and understanding, spur civic engagement, and serve as a continual source of personal enrichment, inspiration, and growth,

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of San Mateo County designates **April 2022 as ARTS, CULTURE, AND CREATIVITY MONTH** and encourages everyone to seek out ways to recognize, enjoy, and participate in creative pursuits for personal and community wellbeing.

Dated: April 8, 2022

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

DAVID J. CANEPA

Attest: Deputy Clerk of the Board of Supervisors



County of San Mateo

Inter-Departmental Correspondence

Department: HEALTH

File #: 22-230

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise F. Rogers, Chief, San Mateo County Health
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center

Subject: Agreement with California Advanced Imaging Medical Associates, Inc. to Provide Radiology Services

RECOMMENDATION:

Adopt a resolution authorizing an agreement with California Advanced Imaging Medical Associates, Inc. to provide radiology services for the term of April 1, 2022 through March 31, 2025, in an amount not to exceed \$10,215,000.

BACKGROUND:

San Mateo County is responsible for providing necessary medical care to its medically indigent population. Since 2008 California Advanced Imaging Medical Associates, Inc. (CAIMA) has provided radiology services for San Mateo Medical Center (SMMC). During that time, CAIMA also has served as SMMC's Medical Director for Radiology.

DISCUSSION:

Under this agreement, CAIMA has agreed to provide a radiology services Monday through Friday from 8:00AM-5:00PM and on call coverage 24 hours a day, 7 days a week, 365 days a year.

County Administrative Memorandum B-1 provides that contracts for physicians are exempt from the Request for Proposals process.

The agreement and resolution have been reviewed and approved by County Counsel as to form. This agreement is coming to your Board late due to a processing error that has since been corrected.

The resolution contains the County's standard provisions allowing amendment of the County fiscal obligations by a maximum of \$25,000 (in aggregate).

It is anticipated that 90% of examinations requiring patients to stay in the department during evaluation will be accompanied by a radiologist available to review for technical adequacy within 30

minutes.

PERFORMANCE MEASURE:

Measure	FY 2022-23 Projected	FY 2023-24 Projected
Percentage of examinations requiring patients to stay in the department during evaluation that are accompanied by a radiologist who is available to review for technical adequacy within 30 minutes	90%	90%

FISCAL IMPACT:

The term of the agreement is April 1, 2022 through March 31, 2025. The amount of the agreement is not to exceed \$10,215,000 for the three-year term. Funds in the amount of \$2,553,039 are included in the SMMC FY 2022-23 Recommended Budget. Similar arrangements will be made for future years.

The payment provisions in this contract differ from that of the previous contract, due to an increase in the compensation listed in the 2020 data (released in 2021) for Radiology: Diagnostic from Medical Group Management Association, which SMMC uses to benchmark its contracted provider compensation and productivity. The total value of the new contract represents a 10% increase compared to that of the previous contract. The last rate increase for this contractor was in March 2019.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care is covered by the County's General Fund contribution to SMMC and is within the existing annual appropriation.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CALIFORNIA ADVANCED
IMAGING MEDICAL ASSOCIATES, INC. TO PROVIDE RADIOLOGY SERVICES
FOR THE TERM OF APRIL 1, 2022 THROUGH MARCH 31, 2025, IN AN AMOUNT
NOT TO EXCEED \$10,215,000**

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

WHEREAS, San Mateo Medical Center has a need for professional radiology medical services; and

WHEREAS, the County and California Advanced Imaging Medical Associates, Inc. wish to enter into an agreement whereby California Advanced Imaging Medical Associates, Inc. will provide radiology services for the term of April 1, 2022 through March 31, 2025, for an amount not to exceed \$10,215,000; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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**Professional Services Agreement
Between the County of San Mateo and
California Advanced Imaging Medical Associates, Inc.
For Radiology Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health ("County") and **California Advanced Imaging Medical Associates, Inc.** ("Contractor").

W I T N E S S E T H:

WHEREAS, County operates healthcare facilities collectively known as "San Mateo Medical Center" (SMMC); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1: Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that Contractor is an individual healthcare provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of **Radiology** in the State of California.

1.2 Contractor's Representatives

1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services in San Mateo County under this Agreement; i.e., every member of a medical group that contracts with the County shall be considered a "Contractor" for purposes of complying with this Agreement.

1.2.2 Where Contractor represents more than one individual, Contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the contractor fails to adequately resolve this issue.

1.3 **Qualifications**

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County's Chief of Health, or his/her designee.
- 1.3.2 Must always keep and maintain a valid license to engage in the practice of medicine in the State of California; Drug Enforcement Administration (DEA) License; board certification (or eligible); and credentialing eligibility with government and commercial payers. Contractor is responsible for all license dues.
- 1.3.3 Must have active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor to provide the services contemplated by this Agreement. Contractor is responsible for membership dues.
- 1.3.4 Contractor is not currently excluded, debarred, or otherwise ineligible to participate in local, state, or federal healthcare programs or in federal procurement or non-procurement programs.
- 1.3.5 Contractor has not been convicted of a criminal offense.
- 1.3.6 Contractor agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractors who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 **Services to be Performed by Contractor**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of SMMC or his/her designee, with respect to the product or results of Contractor's services, shall provide medical services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 **Payments**

- 1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed as specified in Exhibit B.

1.5.2 Rate of Payment

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief, County Health or his/her designee and shall not be binding on the County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, County Health, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Invoices will be processed between thirty – forty-five days.

1.6 **Substitute Responsibility**

Contractor will provide reasonable notification of planned absences, but no later than FOURTEEN (14) days prior to the planned absence.

In the event of unplanned absence, any such absence lasting longer than ONE (1) week will be considered a material breach, granting County permission to immediately terminate the Agreement.

1.7 **General Duties of Contractor**

1.7.1 Administrative and Miscellaneous Duties and Responsibilities

Contractor will cooperate with the administration of SMMC. Such cooperation shall include but not be limited to the following:

- A. Adhere to the County policy requiring all contracted providers to use their SMMC-provided e-mail address;
- B. Creating and maintaining medical records in a timely fashion (including the appropriate use of dictation, electronic medical records, or other technology, as required by County). Documentation in medical records

must be completed within 7 days of the occurrence that is the subject of the documentation, and such documentation shall be considered delinquent if not completed within 21 days;

- C. Accurately bill and code for each service;
- D. Participate in peer review;
- E. Timely complete all required training and education;
- F. Complete time studies as required by California and Federal reimbursement regulations, and County's compliance programs;
- G. Meet quarterly with the department manager to address whether the contract services as described in Exhibit A and performance metrics, if included and described in Exhibit C are being met;
- H. To the extent applicable, Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of County's patients.
- I. Contract is to meaningfully engage in process improvement activities and lead projects as required.

1.7.2 Billing and Coding Compliance

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those billing-related requirements.

Contractor will code accurately at least 85% of the time with adequate support and education from SMMC revenue cycle staff. Audits will be performed quarterly.

1.7.3 Compliance with Rules and Regulations

Contractor agrees to abide by rules, regulations, and guidelines of County. County may from time to time amend, add, or delete rules, regulations, or guidelines at County's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement. Contractor will be notified if changes are made.

1.7.4 Compliance with General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title

XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor within thirty (30) days.

1.7.5 Compliance with Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor shall not disclose such information except as permitted by law.

All services to be performed by Contractor pursuant to this Agreement shall be performed (1) in accordance with all applicable federal, state, county, and municipal laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and state, federal, county, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of annual training requirement within thirty (30) days.

1.7.6 Compliance with Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with

Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Exhibit B, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

1.7.7 Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

1.7.8 Non-Discrimination

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

General Non-Discrimination. No person shall be denied any services (including but not limited to admission and treatment) provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual

orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

Equal Employment Opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties to be determined by the County Manager, including but not limited to:

- A. Termination of this Agreement;
- B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
- C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
- D. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- A. Examine Contractor's employment records with respect to compliance with this paragraph; and
- B. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed/submitted.

Compliance with Equal Benefits Ordinance. Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

Compliance with Federal Regulations. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

History of Discrimination. Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

1.7.9 Managed Care Contracts

Contractor is obligated to participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for healthcare services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.7.10 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- I. Contractor's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;

- II. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
- III. Contractor's privileges at any hospital or health care facility or under any healthcare plan is denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- IV. Contractor's controlled substance registration certificate (issued by the DEA), if any, is being or has been suspended, revoked, or not renewed;
- V. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- VI. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;
- VII. When a sexual misconduct or sexual abuse allegation has been made against Contractor;
- VIII. Contractor is charged with a crime; or
- IX. Contractor breaches any of the terms of this Agreement; violates any of the County's rules or regulations, or if the Contractor is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.8 **Provision of Records for County**

Contractor shall furnish any and all information, records, and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.9 **Cooperation with County in Maintaining Licenses**

Contractor shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.10 **Contractor's Conflict of Interest**

Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.11 **Non-Permitted Uses of County Premises**

Contractor agrees not to use, or permit any of Contractor's representatives to use, any County facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of County shall be used at any time as an office for private practice or delivery of care for non-County patients.

1.12 **No Contract in County Name**

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

1.13 **Regulatory Standards**

Contractor shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.14 **Availability of Records for Inspection**

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

1.15 **Professional Standards and Medical Decision Making**

Contractor shall perform his or her duties under this Agreement without direct supervision and in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty. The Contractor has a right to exercise independent professional judgment in the care of patients.

Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

Section 3: Term and Termination

3.1 **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2022, through March 31, 2025. Each consecutive 12-month period within the term of this Agreement beginning with the first day of this term shall constitute a "Contract Year", and any period of less than a Contract Year at the end of the term shall be treated pro rata for purposes of Contract Year services and compensation.

3.2 **Extension of Term**

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 **Termination**

3.3.1 Termination

This agreement may be terminated by either party at any time upon ninety (90) days written notice.

The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of federal, state, or county funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

3.3.2 Automatic Termination

This Agreement shall be immediately terminated as follows:

- A. Upon Contractor's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;
- B. Upon Contractor's suspension or exclusion from the Medicare or Medi-Cal Program;
- C. If the Contractor violates the State Medical Practice Act;
- D. If the Contractor's professional practice imminently jeopardizes the safety of patients;
- E. If Contractor is convicted of a crime;
- F. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law and Exhibit E;
- G. Upon revocation, cancellation, suspension, or limitation of the Contractor's medical staff privileges at the County;
- H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If Contractor fails to maintain professional liability insurance required by this Agreement;
- K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider;

- L. If Contractor who has contracted to provide services for 48 weeks or more experiences an unplanned absence lasting longer than ONE (1) week; or
- M. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.3 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty (60) days) measured from the date of initial notice without further notice or demand. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual contractor's representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.4 Patient Records Upon Termination

All original patient records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.

3.3.5 National Practitioner Data Bank Required Reporting

In consideration of automatic termination under 3.3.2. (G) listed above, County is required to report all professional review actions based on reasons related to professional competence or conduct that adversely affect Contractor's clinical privileges for a period longer than 30 days to the National Practitioner Data Bank (NPDB). Additionally, County is required to report to the NPDB any voluntary surrender or restriction of clinical privileges while under, or to avoid, an investigation.

3.3.6 California Reporting Requirements

In consideration of automatic termination under 3.3.2 (G) listed above, County is required to report to the Medical Board of California all actions taken against

physicians, which deny, restrict for 30 days or more in a 12-month period, or terminate staff privileges for medical disciplinary cause or reason. If the termination or restriction occurred due to a resignation or other voluntary action following notice of an impending investigation, that also must be reported.

Section 4: Insurance and Indemnification

4.1 Insurance

Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the County. Contractor shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section is will be diminished or cancelled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

4.1.3 Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect him or her, while performing work covered by this Agreement, from any and all claims for property damage which may arise from Contractor's operations or actions under this Agreement, whether such operations/ actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

A. Comprehensive general liability insurance... \$1,000,000

B. Motor vehicle liability insurance..... \$0-

C. Professional liability insurance.....\$1,000,000/\$3,000,000

4.1.4 County Adjustment of Insurance Coverage

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving (60) days notice to Contractor. Contractor must obtain such increased amount of coverage by the end of that notice period.

4.1.5 County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

4.2 **Tail Coverage**

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

4.3 **Hold Harmless**

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (v) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall indemnify, defend, and hold County harmless from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

Section 5: Miscellaneous Provisions

5.1 **Confidentiality**

This Agreement is not confidential. If the contracted amount exceeds \$200,000, the Agreement is subject to review and approval of the Board of Supervisors pursuant to Government Code Section 31000. As such, this Agreement is a public record pursuant to the California Public Records Act.

5.2 **Notice Requirements**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below; and (2) either deposited in the United State mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

If to County: Chief Executive Officer
San Mateo Medical Center
222 W 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2950

With Copy to: County Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063
Facsimile: 650/363-4034

If to Contractor: California Advanced Imaging Medical Associates
PO Box 6102
Novato CA 94948
mholmes@caimarad.com

5.3 **Merger Clause, Amendment, and Counterparts**

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 **Severability**

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.5 **Assignment**

Because this is a personal service contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.6 **Independent Contractor**

Contractor and all Contractor's representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the way services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.7 **Regulatory Requirements**

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's representatives to refer or admit any patients to or order any goods or services from County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs

5.8 **Alternate Dispute Resolution and Venue**

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.9 **Third Party Beneficiaries**

This Agreement is entered into for the sole benefit of County and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's representative.

5.10 **Governing Law**

This Agreement shall be governed by the laws of the State of California.

5.11 **Non-Disclosure of Names**

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.12 **Disclosure of Records**

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit agencies access to and the right to examine and audit all records and documents necessary to determine compliance with this Agreement, to determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and

timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of healthcare services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

5.13 Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

5.14 Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments

Exhibit C—Performance Metrics

Exhibit D—List of Approved Providers

Exhibit E—Citizenship Duties of Contractor

Exhibit F—Billing Requirements

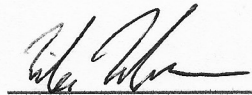
Exhibit G—Corporate Compliance SMMC Code of Conduct

Exhibit H—Health Requirements

Attachment I—§ 504 Compliance

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: California Advanced Imaging Medical Associates, Inc.



2/21/2022

Michael Holmes, MD

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT A

SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Chief Medical Officer, Medical Director of Specialty Services, or designee.

- I. Contractor shall provide professional radiology services in the Department of Radiology, including inpatient, outpatient and emergency care.
- II. Each consecutive and continuous 12-month period within the term of this Agreement, constitutes a "Contract Year", and any fraction of a Contract Year shall be treated pro rata for purposes of obligated services, performance metrics, and compensation. Specifically, for the term of this Agreement, Contractor will provide the following services:
 - a. **Radiology Services:** Contractor will provide radiology services in the Division of Radiology Monday through Friday 8:00AM-5:00PM. All such routine, outpatient examinations performed between the hours of 5:00 pm Friday and 7:00 AM Monday or County holiday will be interpreted at latest by the end of the work day on the following business day.
 - b. **On-call Coverage:** Contractor shall provide scheduled coverage, including teleradiology service, of on-call and/or emergency call services ("On-Call Coverage") seven (7) days a week, three hundred and sixty five (365) days a year. On-Call Coverage means twenty-four-hour (24-hour) coverage, from 7am to 7am, including inpatient, ambulatory, and Emergency Department consults and all follow-up from call, including operative cases. When on-call, Contractor must adhere to the current On-Call Policy.
 - c. **Medical Director:** Contractor will appoint a provider within its group to serve as the Medical Director of Radiology. Medical Director may assign delegates to perform some of the below listed tasks as appropriate. In this role the Contractor's responsibilities will include the following:
 - i. General
 1. Assist in all aspects of state and private accreditation programs.
 2. Assist in dose requirements set up by the state, including: direction of the technologists for use of proper protocol for radiation producing machines, collaborate on all mammography accreditation programs and assist in making sure regulatory requirements are met.
 3. Provide direct supervision of the day-to-day operations of radiology by assuring the overall efficiency and delivery of care consistent with the proper standard of care.
 4. Other administrative duties such as teaching, research, administration, supervisor or professional or technical staff, quality control activities, committee work, and attending conferences.
 - ii. SMMC Leadership and MEC Participation
 1. Ensure a representative of the radiology group will attend Medical Executive Committee meetings.
 2. Meet on a regular basis with Radiology Department management at SMMC to discuss common medical issues.

3. Participate in health education programs at SMMC.
 4. Perform ongoing monitoring of the professional performance of all individuals who have delineated clinical privileges under this contract; recommending to the medical staff the criteria for clinical privileges for each member of the Radiology Department.
- iii. Quality and Policy Management
1. Assist SMMC Administration in continuing to develop, revise, and maintain departmental policies, rules and regulations.
 2. Complete Quality Assurance reports on a monthly basis and submitting the reports through appropriate medical staff reporting channels.
 3. Assist in the ongoing development of the Quality Management program.
 4. Assure the quality and appropriateness of patient care provided by the Radiology Department is monitored and evaluated quarterly through the routine collection of information (metrics) about important aspects of patient care provided in the Department and about the clinical performance of its members, as reported to the Medical Executive Committee meetings.
 5. Respond in writing to issues raised by SMMC Administration within a reasonable period of time commensurate with the nature of the issue. Where there is a serious question of quality assurance, a written response will be required within seven (7) days, or sooner if reasonably requested.
 6. Participate in regular meetings with managers and/or their designees to discuss ongoing patient flow issues, standard of care, quality assurance initiatives, patient grievances, CDM review and compliance, policy issues, productivity, and weekend duties.
- d. **Supplemental Services:** Contractor shall provide the following services when assigned:
- i. Contractor will provide additional staffing to handle professional interpretation of specific imaging studies for which scheduling backlogs exists, up to a maximum of thirteen (13) Saturdays per Contract Year. This will be based on mutual agreement and arranged at least one month in advance for the explicit purpose of eliminating backlogs of Radiology Department cases. These studies may include routine outpatient examinations in the impacted modalities only, including plain radiographs, CT, MRI, ultrasound, and screening mammograms with a patient schedule by mutual agreement.
 - ii. Urgent Interventional Radiology procedures, when deemed appropriate by the on-call radiologist.
 - iii. Inpatient or emergency MRI; however, these may only be performed once these images can be interpreted remotely on remote viewing system with technical adequacy and allowing full viewing functions similar to the onsite functionality at SMMC (currently remote systems are not sophisticated enough to allow for diagnostic-level interpretation of most MRIs), then case types will be by mutual agreement with the on-call radiologist.

III. **Authorization Protocol.** Contractor Agrees to the following prior authorization protocol for performing off-site services under San Mateo County utilization management:

- a. The services provided must be referred in writing by a member of San Mateo Medical Center's Medical Staff and authorized by Hospital Administrator or Case Management Department. County indigents who present at Contractor's offices without being formally referred by SMMC are expressly excluded from the terms of this Agreement, except those patients who present on an emergency basis who must receive an authorization retrospectively and will be considered on a case-by-case basis.
 - b. Contractor shall schedule such services as quickly as is appropriate to the patient's medical condition.
 - c. Contractor shall warrant that County will be provided with a written record of the procedures performed and the patient's medical condition within five (5) days of the procedure.
- IV. Contractor agrees to partner with SMMC Administration in ensuring appropriate use of resources and timely access to care. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.
- V. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- VI. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.
- VII. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- VIII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII, and other applicable standards.

EXHIBIT B

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor as follows:

- I. Contractor shall be paid at rates associated with Medical Group Management Association (MGMA) Physician Compensation and Production Survey 2020 Data, 75%tile Compensation for Western Section for Radiology services.
- II. Contractor's compensation by County for Radiology services is based on a 6.1 FTE and projected volume of 47,637 Relative Value Unit (RVUs) per annum. The County utilizes the MGMA Physician Compensation and Production Survey 2020 Data, Work RVUs for Median Western Section for Radiology: Diagnostic for a 1.0 FTE reduced by 10% to account for additional administrative time, multiplied by the FTE amount, to determine RVU targets.
 - a. If the contract terms of service are amended such that the current numbers of clinic or other components of the services set forth in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.
 - b. If the average monthly work units for Contractor's productivity (based on 47,637 RVUs) vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor, and will, at its option, adjust Contractor's FTE and compensation to match productivity.
- III. For all of the services specified in Exhibit A, excluding Supplemental Services, Contractor shall be paid in monthly installments, at a rate of TWO HUNDRED AND EIGHTY-THREE THOUSAND SIX HUNDRED AND SEVENTY-ONE DOLLARS (\$283,671). SEVEN THOUSAND SEVEN HUNDRED AND NINETY-SIX DOLLARS (\$7,796) of the monthly installment is for medical director services.
- IV. Total payment for services under this Agreement will not exceed TEN MILLION TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$10,215,000).
- V. SMMC shall continue to be responsible for all technical costs related to teleradiology hardware/software acquisition, software license fees, maintenance, and networking. County agrees to maintain the teleradiology server station including all hardware, software and telecommunication linkages required to operate said system.
- VI. If Contractor performs Supplemental Services, Contractor will be compensated an hourly rate of TWO HUNDRED AND SIXTY-ONE DOLLARS (\$261).
- VII. Failure of Contractor to perform the listed services in any given month constitutes a material breach of this Agreement, and in such circumstances the County, at its option, may withhold payment for any portion of services not rendered, terminate the Agreement pursuant to the termination provisions above, work with the Contractor to reach a schedule for returning the Contractor to performance under this Agreement, revise this Agreement pursuant to the terms of this Agreement, pursue any remedy available at law, or any combination of these options.

The Contractor is not entitled to payment for non-performance of services listed by this Agreement.

- a. If County opts to withhold payment for a portion of services not rendered, the County will perform such withholding as follows:
 - i. **Radiology Services:** For each day Contractor does not provide services as required under Exhibit A, the monthly installment in Exhibit B shall decrease by TWO THOUSAND AND EIGHTY-SEVEN DOLLARS (\$2,087) for each day services are not performed. For each hour Contractor does not provide services as required under Exhibit A, the monthly installment in Exhibit B shall decrease by TWO HUNDRED AND SIXTY ONE DOLLARS (\$261) for each hour services are not performed.
 - ii. **On-Call Coverage:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated On-Call Coverage shift as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by FIVE HUNDRED DOLLARS (\$500) for each On-Call Coverage shift not performed.
- b. Such offsets, if any, will be done at the last invoice of each year, or in such reasonable manner as is convenient for County. If Contractor owes the County funds as a result of deduction(s), such payment will be made to the County within thirty (30) days of the end of the Contract Year or County's demand for payment, whichever occurs first.

- VIII. In addition to Contractor's base annual compensation set forth above, subject to the performance metrics that are set forth in Exhibit C to this Agreement, Contractor's compensation may be decreased if Contractor fails to meet the performance metrics in a quarter, as described below and in more detail in Exhibit C.

EXHIBIT C

PERFORMANCE METRIC

- I. Both County and Contractor acknowledge the need for a quality-based performance payment model based on mutually acceptable units of measurement. Compliance is measured by meeting or exceeding each of the metrics listed in this Exhibit C. Amounts at risk will be reconciled quarterly to Contractor on the basis of the following metrics achieved by Contractor:
 - a. For examinations where patients are required to stay in the department while radiologists evaluate the technical adequacy (i.e. ultrasound), a radiologist should be available for review within thirty (30) minutes for ninety percent (90%) of cases. For weekend outpatient cases, if the technologist deems a case technically adequate and without clinical concern of the findings, no radiologist need check the examination, if the technologist is agreed upon by the radiologist as having sufficient training and clinical acumen; if a radiologist must review the imaging, the thirty (30) minute window shall not apply in this setting if the radiologist is not physically on site when the examination is completed. This will be tracked by County and verified by Contractor.
 - b. Major discrepancy rate, as defined by the American College of Radiology (Jackson et al. RADPEER Scoring White Paper. J Am Coll Radiol 2009;6:21-25.), between nighthawk readings and Contractor overread will be less than two percent (2%) per quarter.
 - c. Each quarter, Contractor shall select one critical value to audit. Contractor shall document in writing, either in the EMR, patient's chart, or study dictation, appropriate reporting of critical values to the appropriate provider in at least ninety percent (90%) of cases. This will be tracked by County and verified by Contractor.
 - d. Contractor will designate at least one mutually acceptable radiologist employed by the Contractor to participate in utilization management activities at County, and the radiologist or the radiologist's designee will attend at least ninety percent (90%) of the scheduled management meetings.
- II. Both the County and Contractor acknowledge Contractor cannot achieve the metrics detailed above in this Exhibit C, without assistance and cooperation from the County and, at times, there are conditions the Contractor cannot control. Therefore, the County must meet the following operational conditions:
 - a. County shall establish secure connections and capabilities for diagnostic image interpretation and report generation from a remote location that will be accessible at all times. This secure connection will be on-line for greater than ninety five percent (95%) of the time, during the term of this Agreement. Contractor will keep a log book and report off-line times on a quarterly basis.
 - b. County shall implement a utilization management scheme that manages after hour utilization of services, particularly the use of nighthawk services. The volume of nighthawk procedures shall grow no more than two percent (2%) per year. The baseline of annual nighthawk cases is 2,887 cases based on County's figures.
 - c. The maximum number of imaging system "crashes" and random computer error messages causing a slow down or restart of the system shall be limited to no more than an average of one (1) per day per radiologist workstation. The term "system" is to include PACS, dictation systems, network and internet connection, scheduling systems,

EHR systems, and communication systems. Contractor will keep a log book and report technical errors and downtime on a quarterly basis.

- d. Nursing support (one FTE) will be assigned to the Radiology Department and will be available for ninety five percent (95%) of the regular workweek hours.

- III. Total amount at risk is 10% of Contractors monthly compensation, TWENTY-SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT DOLLARS (\$27,888). Each metric is worth SIX THOUSAND NINE HUNDRED AND SEVENTY-TWO DOLLARS (\$6,972).
- IV. In the event that the County fails to meet any of the metrics listed in Subsection II above during any quarterly period during the term of this Agreement, Contractor shall be entitled to a credit of equal to one-fifth (1/4) of the total amount at risk for each condition that the County failed to achieve during that quarter that may be offset against any amounts to which the County would otherwise be entitled due to the Contractor's failure to meet performance metrics during the same quarter. County metrics are only used to offset Contractor's metrics in which they have failed to meet. Under no circumstances will County owe Contractor compensation for failing to achieve metrics. Thus, whether the County is entitled to amounts from Contractor due to Contractor's failure to meet performance metrics is affected by whether Contractor actually meets or failed to meet the metrics described in Section I of this Exhibit C to the Agreement, as well as whether County meets the conditions set forth in Section II of this Exhibit C to the Agreement.
- V. Once the determination of Contractor compliance with performance metrics is complete following each quarter, any reduction assessed from the calculation of the quarter in accordance with this Exhibit C will be withheld from the monthly payment immediately following the date upon which County informs Contractor of the extent of its compliance with the performance metrics for the preceding quarter.

EXHIBIT D

APPROVED PROVIDER LIST

The below list of approved providers may change during the duration of the contract term without the prior approval of SMMC or the need to update Exhibit D as long as Contractor first obtains prior credentialing from the SMMC Medical Staff Office.

Avanti Ambekar

Diana Baker

Kelly Broderick

Jessica Hightower

Michael Holmes

Rahi Kumar

Michael Lai

Arthur Li

Gregory Lim

David Marcus

Kathleen McKenna

Patrick Mulligan

Clay Napper

Mark Pederson

Dorra Sellami

Jennifer Wan

Wilbur Wang

Christopher Yoo

EXHIBIT E

CITIZENSHIP DUTIES OF CONTRACTOR AND SMMC CODE OF CONDUCT

- I. Contractor will meet County expectations of productivity, as determined by relevant standards and adjusted for local conditions.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- IV. Contractor will make all reasonable efforts to schedule services and procedures in a manner that complies with County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.
- V. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide fewer than two (2) weeks notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- VI. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- VII. Contractor will make all reasonable efforts to comply with County requests to staff services at satellite, community-based clinics other than those at San Mateo Medical Center's Main Campus at 222 W. 39th Avenue, San Mateo, CA, provided that total services do not exceed those specified in Exhibit A.
- VIII. Contractor will conduct themselves with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees and contractors.
- IX. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing

education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

- X. Contractor shall provide medical staff administrative support to all SMMC departments in meeting standards as defined by the Joint Commission, Title XXII, and other applicable standards.
- XI. Contractor will comply with all Federal, State or other governmental healthcare program requirements.

EXHIBIT F

BILLING REQUIREMENTS

All Contractors shall be obligated to comply with the following billing provisions:

I. GENERAL DUTIES

- A. Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor shall not directly submit a billing statement of charges to any County patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of County. County has complete authority to assign patients to various Contractors, determine write-offs, and take any other action related to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of County. Contractor shall participate in all compliance programs adopted by County. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or provider number. Contractor is required to request the correction of any errors, including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to the requirements listed in this Exhibit.

II. AMBULATORY PATIENT

- A. Contractor shall submit to County complete, accurate, and timely encounter forms.
- B. "Complete" shall mean:
 1. All procedure and diagnosis codes shall be present on forms in current procedural terminology (CPT) and International Classification of Diseases, 10th Revision (ICD-10) format.
 2. Contractor name, signature, title, provider number, and date shall be present on all documentation (paper or electronic).
 3. Referral Authorization Form (RAF) and/or Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal Health Plan of San Mateo (HPSM), and other payer regulations.
- C. "Accurate" shall mean:
 1. Evaluation and management (E & M) CPT codes must be consistent with level of care.
 2. Other procedure codes must be consistent with diagnosis.

3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
4. All Contractor services must be supported by documentation in patient chart.
5. All Contractor documentation must be legible.

D. "Timely" shall mean:

Submission of paper or the completion of electronic encounter charge forms to County within three (3) calendar days from the date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

- E. County will provide physician paper encounter forms for services which require paper form completion and submission, and electronic system access when charges require electronic charge capture, as appropriate to specialties covered under this agreement. County will also provide, at time of service, encounter forms that will be embossed or have a sticker applied with the following information:

1. Medical record number
2. Patient name
3. Date of birth
4. Date of service
5. Patient number
6. Financial class

- F. County will attach a Referral Authorization Form (RAF) with encounter form where appropriate.

III. INPATIENT (Includes Same Day Surgery and Observation)

- A. Contractor shall submit to County complete, accurate, and timely charge slips and additional documentation needed for billing.

B. "Complete" shall mean:

1. All procedure codes shall be present on forms in the appropriate CPT format.
2. Contractor name, signature, title, provider number, and date shall be present on all documentation.
3. Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal or Health Plan of San Mateo (HPSM), and other payers according to regulations.

C. "Accurate" shall mean:

1. E & M CPT codes must be consistent with level of care.
2. Other procedure codes must be consistent with diagnosis.
3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
4. All Contractor services must be supported by documentation in patient chart.
5. All Contractor documentation must be legible.

D. "Timely" shall mean:

Contractor charge slips are submitted to County within three (3) calendar days of date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

E. Charge slips shall include:

1. Date of service
2. Appropriate CPT code
3. Physician signature and title
4. Patient name
5. Medical record number

F. Additional documentation shall mean:

1. Discharge summary is completed in the time and manner specified in San Mateo Medical Center (SMMC) Medical Staff Bylaws, Rules and Regulations.
2. Operative notes are accurate, complete in the time and manner specified in SMMC Medical Staff Bylaws, Rules and Regulations.
3. History and physical is complete inpatient chart.
4. Short Stay/Admission form completed with CPT for all surgeries.

EXHIBIT G

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental healthcare program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal healthcare cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal, State, and other governmental healthcare program requirements, as soon as possible.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal, State, and other governmental healthcare program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may cause undue influence or interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly if SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

EXHIBIT H

HEALTH REQUIREMENTS

San Mateo Medical Center is committed to the health and well-being of all its staff and medical providers. As part of that commitment, we ask that you provide us with the following information. **Please note that appointments and reappointments will be not be processed if the following health requirements are not met.**

1. Tuberculosis [Required]

- Fill out the attached TB Screening form and submit documentation of your most recent TB test. Testing must have been done within the last one year. We do accept either PPD skin test or QuantiFERON (QFT) blood test.

2. Measles, Mumps, Rubella and Varicella [Required]

- Submit proof of immunity to Measles, Mumps, Rubella and Varicella. Immunity must be demonstrated by serological evidence (titers) or documentation of 2 vaccinations.
- If titers are below a level indicating immunity, you must receive a boosting dose of vaccine and submit documentation of vaccination.

3. Hepatitis B [Required]

- Submit proof of immunity. If titers are below a level indicating immunity, it is recommended that you receive a boosting dose of vaccine. However, you have the right to decline by filling out and submitting the attached form.

4. Influenza [Required]

- SMMC provides the vaccine free of charge during flu season. If you choose not to be vaccinated, you are required to wear a surgical mask in any patient care area for the entire flu season (October-May) per policy. If you received vaccination elsewhere, you must provide proof of vaccination to SMMC Employee Health by filling out the attached form.

5. Tdap [Required]

- Documented Tdap vaccine within the last 10 years. You have the right to decline vaccination, please fill out attached form.

6. COVID-19 Vaccine or Approved Exemption [Required]

- Documented proof of being fully vaccinated against COVID-19 (fully vaccinated is defined as ≥ 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or ≥ 2 weeks following receipt of one dose of a single-dose vaccine such as Janssen)
- If you are unable to be vaccinated because of medical or religious reasons, then you must file for an exemption. Please email HS_SMMC_Employee_Health@smcgov.org to request the documentation needed to file and submit your exemption. If your exemption is approved, then you are required to complete either once or twice weekly COVID-19 testing depending on the physical location of your work.

7. N95 Fit Testing [Highly Recommend Completing Prior to Starting; Required Upon/After Start Date]

- All staff working in direct patient care must be N95 Fit tested annually. A schedule is available on the intranet. You can do fit testing after your start of work but it is highly recommended to do so prior as you will be unable to care for patients with suspected or confirmed airborne illnesses such as Covid-19 or TB. If you have been N95 fit tested elsewhere, please provide documentation of date tested and the size you were fitted for (if providing documentation of fit testing from another facility, the N95 must be a brand/model/size that SMMC carries). See attached calendar.

Please contact the IC Hotline at 650-573-4744 or email HS_SMMC_Employee_Health@smcgov.org with any questions.

San Mateo Medical Center- Health Clearance Check List

Applicant Name: _____ Degree: _____ Department: _____

Date of Hire: _____ DOB: _____ Contacted by MSO: _____

Phone Number: _____ Email: _____ Cleared by EH: _____

Please check one of the following boxes:

☐ I am an Employee of San Mateo Medical Center and went to Kaiser, Occupational Health for medical clearance. ***No further documentation is needed****

☐ I am a contractor and will submit the required medical screening documents listed below:

Tuberculosis (Required)

☐ Annual Health Screening and Tuberculosis Surveillance (attached)* **AND**

☐ Documentation of most recent TB test. ***Must have been done in the last 1 year****

Measles, Mumps, Rubella and Varicella (Required)

☐ Documentation of Titers **OR**

☐ Documentation of 2 vaccinations

Hepatitis B (Required)

☐ Documentation of Titers **OR**

☐ Documentation of 3 vaccinations

☐ Declination signed (attached)*

Influenza (Required)

☐ Documentation of Flu Vaccination **AND**

☐ SMMC Flu Form (attached)*

Tdap (Required)

☐ Submit documentation of vaccine. ***Must have been done within the last 10 years* OR***

☐ Declination signed (attached) *

COVID-19 (Required)

☐ Documentation of COVID-19 Vaccination **OR**

☐ COVID-19 Exemption Forms submitted and approved



N95 Fit Testing (Recommend Completing Prior to Starting; Required Upon/After Start Date)

☐ Fit tested elsewhere. ***Submit documentation for current year* OR***

☐ Will get fit tested on next available date at SMMC

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Cole Obremski, Head of human resources

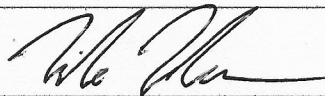
Name of Contractor(s): California Advanced Imaging Medical Associates

Street Address or P.O. Box: PO Box 6102

City, State, Zip Code: Novato, CA 94948

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: Vice President

Date: 2/21/2022

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



County of San Mateo

Inter-Departmental Correspondence

Department: PLANNING AND BUILDING

File #: 22-231

Board Meeting Date: 4/5/2022

Special Notice / Hearing: 10-day notice;
publication and 300-ft. radius

Vote Required: Majority

To: Honorable Board of Supervisors

Subject: Consideration of an appeal of the Planning Commission's denial of a Coastal Development Permit, pursuant to Section 6328.4 of the County Zoning Regulations, for the County Parks Department's Off-Leash Dog Recreation Pilot Program. The decision on this application is appealable to the California Coastal Commission.

County File Number: PLN2021-00333

(San Mateo County Parks Department)

RECOMMENDATION:

Public hearing to consider an appeal of the Planning Commission's denial of a Coastal Development Permit, pursuant to Section 6328.4 of the County Zoning Regulations, for the County Parks Department's Off-Leash Dog Recreation Pilot Program:

- A) Open the public hearing
- B) Close the public hearing
- C) Uphold in part and overturn in part the Planning Commission's decision to deny the Parks Department's application for a Coastal Development Permit to implement the off-leash pilot program at Pillar Point Bluffs and Quarry Park, as follows: deny the CDP for the pilot program at Pillar Point Bluffs for the reasons stated by the Planning Commission, and approve the CDP for the pilot program at Quarry Park on the basis that it is in conformity with the Local Coastal Program, General Plan and zoning regulations, as conditioned by staff recommendation.

BACKGROUND:

On February 9, 2022, the Planning Commission considered a request from the County Parks Department (Parks) for a Coastal Development Permit (CDP) to implement an Off-Leash Dog Recreation Pilot Program in two Coastside parks - Pillar Point Bluff (PPB) and Quarry Park (QP). In October 2018, the Board of Supervisors amended Section 3.68.180 of the County Ordinance Code to allow on-leash dog access on designated and signed trails in certain San Mateo County Parks, including the two subject parks. At the same meeting, the Board of Supervisors directed Parks to

develop a recommendation for an off-leash dog recreation pilot program.

On November 16, 2021, the Board adopted amendments to Section 3.68.180 of the Ordinance Code to authorize off-leash dog use subject to the implementation of a Pilot Program to study the effects of allowing said use in the two subject parks. Implementation of the Pilot Program, however, requires a Coastal Development Permit because it is a change in the intensity of use of land in the coastal zone.

At the February 9 hearing, the Planning Commission took testimony from the public both in favor and against issuance of the requested CDP. Testimony given in opposition to the granting of the CDP focused on potential impacts to biological resources at Pillar Point Bluff Park. During their deliberations on the requested CDP, the Commission asked the Parks Director whether he would entertain a partial granting of the CDP, excluding Pillar Point Bluff from the approval. The Director stated that he did not have the authority to alter the Pilot Program in such a manner since the resolution adopted by the Board of Supervisors in November had included both parks. As a result, the Planning Commission voted to deny the requested CDP on the basis that the impacts it poses to sensitive habitats at and adjacent to Pillar Point Bluffs does not conform to the Local Coastal Program (LCP).

On February 22, 2022 the Parks Department filed an appeal of the Planning Commission's decision. In the appeal, the Parks Department states that it desires to pursue the Pilot Program at Quarry Park and not at Pillar Point Bluffs.

PROPOSAL

The proposal to implement the Off-Leash Pilot Program at Quarry Park includes a set of rules for off-leash dog walking that include:

1. Off-leash dog(s) must be under voice and sight control.
2. Dog(s) must remain on designated and signed trails, within view and earshot, and no more than 25 feet away from owner/handler.
3. Dog(s) must be on-leash in developed areas (i.e., near traffic, parking lot, lawn or play field, deck, picnic areas, etc.).
4. No more than two off-leash dogs allowed per owner/handler.
5. Dogs are presumed to NOT be under control when they threaten, harass, chase, or otherwise display aggression towards any person, animal, or wildlife; or do not return when called.
6. Owner/handler must have physical control of dog(s) when approaching or being approached by park users not also engaged in off-leash dog recreation.

In addition to the above listed rules, a number of evaluation criteria have been developed to determine the efficacy of the proposed off-leash rules. These include monitoring any changes in wildlife behavior or in the number of park visitors.

Report Prepared By: Michael Schaller, Senior Planner

Appellant: San Mateo County Parks Department

Applicant: San Mateo County Parks Department

Owner: San Mateo County

Location: Quarry Park (El Granada)

APN(s): 047-330-010, 047-340-290, -020, -040, -010

Existing Zoning: Resource Management - Coastal Zone (RM-CZ) and Planned Agricultural District (PAD)

General Plan Designation: Agriculture, Open Space, Public Recreation

Land Use: Public Recreation/Open Space

Environmental Evaluation: The Parks Department prepared an Initial Study and Mitigated Negative Declaration, with a public review period of July 15, 2021 to August 13, 2021. Comments received during this period, were addressed in the Final Initial Study/Mitigated Negative Declaration (included as Attachment F). The Board of Supervisors adopted the Mitigated Negative Declaration on November 9, 2021.

Setting: Quarry Park is a 577-acre community park that is located on a eucalyptus forested, coast facing hillside and contains hiking trails, playground areas, a picnic area, a community garden, and open grassy areas. ESHAs in the park include central coast arroyo willow riparian scrub, perennial ponds, ephemeral streams, intermittent streams, perennial streams, and potential seasonal wetlands. The unincorporated community of El Granada comprises the park's western and southern borders. Rancho Corral de Tierra, a 4,000-acre natural area is part of the Golden Gate National Recreation Area completes the northern border. The unincorporated communities of Miramar and El Granada and open lands associated with those communities are along the park's southern border.

DISCUSSION:

A. KEY ISSUES OF THE APPEAL

On February 22, 2022 the Parks Department filed an appeal of the Planning Commission's decision. In the appeal, the Parks Department states that it desires to pursue the Pilot Program at Quarry Park and not at Pillar Point Bluffs. By limiting program implementation to Quarry Park, the appeal resolves the concerns that formed the basis of the Planning Commission's denial.

B. ANALYSIS OF PROJECT COMPLIANCE WITH APPLICABLE COUNTY POLICIES AND REGULATIONS

1. Conformance with the County General Plan

The County's Local Coastal Program (LCP) is a subset of the County General Plan, and the two documents are internally consistent. The following analysis of the project's consistency with the LCP, which is more specific than the General Plan with regard to issues raised by this project, therefore also addresses, by extension, the project's consistency with the County's General

Plan.

2. Conformance with the Local Coastal Program (LCP)

Staff has reviewed the proposed project and found it to comply with all applicable Local Coastal Program (LCP) Policies, specifically:

a. Locating and Planning New Development Component

Policy 1.2 (*Definition of Development*) defines development to include changes in the density or intensity of use of land. In this instance, the implementation of the Pilot Program constitutes an increase in intensity in the use of land above what is currently permitted (which is on-leash dog walking only). Additionally, the Pilot Program will include the installation of signage and other minor structures to inform park users of their responsibilities while walking their dogs off-leash.

Policy 1.25 (*Protection of Archaeological/Paleontological Resources*) requires a project proponent to, based on the County's Archaeology/Paleontology Sensitivity Maps, determine whether or not sites proposed for new development are located within areas containing potential archaeological/paleontological resources.

As is discussed in the CEQA document, no significant construction activities are proposed as part of the pilot program. As such, the potential to uncover previously unknown historical or archaeological resources is limited, but not non-existent. Therefore, standard mitigation measures that address what steps shall be taken if resources are accidentally discovered are included as Conditions of Approval Nos. 2 and 3 in Attachment A.

b. Agriculture Component

Policy 5.1 (*Definition of Prime Agricultural Lands*) defines prime agricultural lands as all land which qualifies for rating as Class I or Class II in the U.S. Department of Agriculture Soil Conservation Service Land Use Capability Classification. Portions of both parks contain Class II soils throughout their reach.

Policy 5.5 (*Permitted Uses on Prime Agricultural Lands Designated as Agriculture*). This policy conditionally permits public recreation and shoreline access trails on Prime Agricultural Lands. Active farming has not occurred in Quarry Park for over 25 years. Quarry Park was previously owned by a non-profit land trust and operated as de facto public open space land prior to acquisition by the County. The proposed Pilot Program will not convert soils within the park, thus not precluding future use for food production if such a need were to arise.

c. Sensitive Habitats Component

Policy 7.1 (*Definition of Sensitive Habitats*). This policy defines sensitive habitats as any area in which plant or animal life or their habitats are either rare or especially valuable and includes coastal tide lands and marshes, lakes and ponds and adjacent shore habitat including wetlands. Quarry Park contains sensitive habitat areas including riparian habitats, streams and ponds, and seasonal wetlands.

Policy 7.3 (*Protection of Sensitive Habitats*) prohibits any land use or development which would have significant adverse impacts on sensitive habitat areas. This policy also regulates development in areas adjacent to sensitive habitats and requires development to be sited and designed to prevent impacts that could significantly degrade the sensitive habitats. The development in this case is the potential intensification of use of certain trails within the subject parks. The trails proposed for off-leash dog recreation in Quarry Park have been selected for the relative lack of sensitive habitat immediately adjacent to the subject trail segments. Off-leash dogs will be prohibited in the small pond and the playground area at Quarry Park. At those locations where trail segments selected for off-leash dog recreation are near ESHAs, split rail fencing, and signage will be installed to prevent dogs from entering the habitat and potentially disturbing wildlife or vegetation at those locations. The Pilot Program includes an Adaptive Management Program (AMP) that includes monitoring by Park staff and/or volunteers for any unpermitted entry by off-leash dogs into identified habitat areas, as well as dogs travelling more than 10 feet off trail in any location.

The Parks Department will review the results of the Pilot Program after 12 months to determine if off-leash dog use in the subject parks should continue, and if so, under what conditions. Data gathered for the AMP will guide changes to the Pilot Program as needed, both during the initial test period and any subsequent periods if the Pilot Program is continued. The design of the Pilot Program and inclusion of the Adaptive Management Program will avoid significant adverse impacts to sensitive habitat areas, consistent with Policy 7.3.

d. Visual Resources Component

Policy 8.5 - *Location of Development*. This policy requires that new development be located on a portion of a parcel where the development: (1) is least visible from State and County Scenic Roads; and (2) is least likely to significantly impact views from public viewpoints. The vast majority of Quarry Park is within the boundaries of the Cabrillo Highway County Scenic Corridor. The only new physical development proposed by the project is a limited number of signs at various trailheads, parking areas and trail junctions, and a limited amount of split rail fencing around sensitive habitat areas, as previously discussed. The proposed signage will be small in nature and consistent with signage already used in County parks.

The signs are intended to inform visitors which trails are accessible to off-leash dogs and which trails require leashes. They will also inform users of the park rules including, but not limited to, owners cleaning up after dogs, dogs must stay on trails at all times, and dogs must be under voice and sight control at all times. Trailhead signs will be posted at an elevated height (eye level) for initial visibility and smaller signs along trails will be shorter and mounted at pedestrian scale (approximately knee height) similar to wayfinding signs. There will be "Dogs On-Leash" signs, two "No Dogs in Reservoir" signs, and six "No Dogs in Playground Area" signs.

As discussed previously, the proposed fencing will be approximately waist high (3.5 feet tall), utilizing an open, split beam design and constructed of wood. While both parks are within the boundaries of the Cabrillo Highway County Scenic Corridor, the areas where the new signage and fencing will be constructed is generally well away from the travel way of the Highway. Moreover, the signage and fencing will be of a size and height that they will

not be readily visible to motorists traveling on the Highway. For users of the parks, while these new structures will initially be obvious, the use of natural materials and earth tones for the signage will ameliorate any visual impact from or to the scenic corridor.

e. Recreation/Visitor-serving Component

Policy 11.4 (*Recreation and Visitor-Serving Facilities Permitted in the Coastal Zone*). This policy permits commercial recreation and public recreation facilities which (a) are designed to enhance public opportunities for coastal recreation, (b) do not substantially alter the natural environment, and (c) do not subvert the unique small town, rural character of the individual communities on the Coastsides. Since 2018, dogs on-leash have been allowed on certain trails within the park. The Pilot Program would allow for enhanced recreational opportunities for those owners who wish to allow their dogs off-leash but within the parameters of the program's rules regarding voice control and only in certain areas that are away from sensitive habitats. No significant structures or alterations to the natural environment are proposed as part of the pilot program.

3. Compliance with San Mateo County Zoning Regulations

The Coastal Act of 1976 requires that the County's Local Coastal Program (LCP) include zoning ordinances, zoning district maps and any other actions necessary to implement the requirements of the Coastal Act in San Mateo County. To that end, all projects, including government projects, must show compliance with not only the LCP, but with the applicable zoning regulations.

At Quarry Park the two underlying zoning districts are PAD and Resource Management - Coastal Zone (RM-CZ). As with the PAD zoning district, "Public Recreation" is a permitted use in the RM-CZ zoning district. This is the existing permitted land use in Quarry Park, and the Pilot Program will not alter that existing condition.

C. ENVIRONMENTAL REVIEW

The County prepared an Initial Study and Mitigated Negative Declaration, with a public review period of July 15, 2021 to August 13, 2021, to evaluate the environmental impacts of the Pilot Program. The County addressed comments received in the Final Initial Study/Mitigated Negative Declaration (included as Attachment F). The Board of Supervisors adopted the Mitigated Negative Declaration on November 9, 2021.

D. OTHER REVIEWING AGENCIES

California Coastal Commission
MidCoast Community Council

FISCAL IMPACT:

No Fiscal Impact

ATTACHMENTS:

- A. Recommended Findings and Conditions of Approval
- B. Location Map
- C. Quarry Park Pilot Program Trails

- D. Detailed Project Description (including Adaptive Management Plan)
- E. Final Initial Study/Mitigated Negative Declaration

Attachment A

County of San Mateo
Planning and Building Department

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL

Project File Number: PLN2021-00333

Hearing Date: April 5, 2022

Prepared By: Michael Schaller
Senior Planner

For Adoption By: Board of Supervisors

RECOMMENDED FINDINGS

Regarding the Environmental Review, Find:

1. That, the Mitigated Negative Declaration adopted by the Board of Supervisors on November 9, 2021 adequately analyzes the proposed Pilot Program pursuant to the California Environmental Quality Act ("CEQA"), and that no subsequent environmental review is required pursuant to CEQA Guidelines Section 15162 (*Subsequent EIRs and Negative Declarations*).

Regarding the Coastal Development Permit, Find:

2. That the project, as described in the application and accompanying materials required by Zoning Regulations Section 6328.7 and as conditioned in accordance with Section 6328.14, conforms with the plans, policies, requirements, and standards of the San Mateo County Local Coastal Program with regards to the protection of archaeological, biotic, visual and recreation resources.
3. Where the project is located between the nearest public road and the sea, or the shoreline of Pescadero Marsh, that the project is in conformity with the public access and public recreation

policies of Chapter 3 of the Coastal Act of 1976 (commencing with Section 30200 of the Public Resources Code) and Chapter 3 of the Coastal Act of 1976. As modified by the appellant, no component of the Pilot Program will occur on lands between the sea and the nearest public road.

4. That the project conforms to specific findings required by policies of the San Mateo County Local Coastal Program as discussed in Section A(2) of this staff report. Protection measures will be implemented to prevent any unanticipated impacts to archaeological resources. Additionally, measures have been built into the design of the Pilot Program and Adaptive Management Plan to address water quality and protection of sensitive habitats.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. This approval applies only to the proposal as described in this report and materials submitted for review and approval by the Board of Supervisors on April 5, 2022. The Community Development Director may approve minor revisions or modifications to the project if they are found to be consistent with the intent of and in substantial conformance with this approval.
2. If, at the end of the 12-month test period, the Parks Department wishes to extend the Pilot Program for an additional amount of time, they shall file for a permit extension with the Planning Department, at least two months prior to the expiration of the test period. Said request for permit extension shall be considered by the Planning Commission in a timely manner.

3. **Mitigation Measure CUL-1: Accidental Discovery of Archaeological Resources.**

If indigenous or historic-era archaeological resources are encountered during proposed project development or operation, all activity within 100 feet of the find shall cease and the find shall be flagged for avoidance. Parks and a qualified archaeologist, defined as one meeting the U.S. Secretary of the Interior's Professional Qualifications Standards for Archeology, shall be immediately informed of the discovery. The qualified archaeologist shall inspect the find within 24 hours of discovery and notify Parks of their initial assessment.

If Parks determines, based on recommendations from the qualified archaeologist, that the resource may qualify as a historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5), or a tribal cultural resource (as defined in PRC Section 21074), the resource shall be avoided if feasible. Avoidance means that no activities associated with the proposed project that may affect cultural resources shall occur within the boundaries of the resource or any defined buffer zones. If avoidance is not feasible, Parks shall consult with appropriate Native American tribes (if the resource is indigenous), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery or other measures. Treatment for most resources would consist of, but would not be limited to sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource. The resource and treatment method shall be documented in a professional-level technical

report to be filed with the California Historical Resources Information System. Work in the area may commence upon completion of approved treatment and under the direction of the qualified archaeologist.

4. **Mitigation Measure CUL-2: Accidental Discovery of Human Remains**

If human remains are uncovered, all visitor use shall immediately halt within 100 feet of the find and the San Mateo County Coroner shall be contacted to evaluate the remains and follow the procedures and protocols set forth in CEQA Guidelines Section 15064.5(e)(1). If the County Coroner determines that the remains are Native American, the County shall contact the California Native American Heritage Commission, in accordance with California Health and Safety Code Section 7050.5(c) and PRC Section 5097.98. As required by PRC Section 5097.98, Parks shall ensure that further development activity avoids damage or disturbance in the immediate vicinity of the Native American human remains, according to generally accepted cultural or archaeological standards or practices, until Parks has conferred with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

5. **Mitigation Measure NOI-1: Noise Complaints**

Parks shall establish a means of monitoring any noise complaints and shall document and report any complaints to the County Health Officer.

Board Meeting Date: April 5, 2022
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Steve Monowitz, Community Development Director

Subject: EXECUTIVE SUMMARY: Consideration of an appeal of the Planning Commission's denial of a Coastal Development Permit for the County Parks Department's Off-Leash Dog Recreation Pilot Program. The decision on this application is appealable to the California Coastal Commission.

County File Number: PLN2021-00333
(San Mateo County Parks Department)

RECOMMENDATION:

Uphold in part and overturn in part the Planning Commission's decision to deny the Parks Department's application for a Coastal Development Permit to implement the off-leash pilot program at Pillar Point Bluffs and Quarry Park, as follows: deny the CDP for the pilot program at Pillar Point Bluffs for the reasons stated by the Planning Commission, and approve the CDP for the pilot program at Quarry Park on the basis that it is in conformity with the Local Coastal Program, General Plan and zoning regulations, as conditioned by staff recommendation.

BACKGROUND:

On February 9, 2022, the Planning Commission considered a request from the County Parks Department (Parks) for a Coastal Development Permit (CDP) to implement an Off-Leash Dog Recreation Pilot Program in two Coastside parks – Pillar Point Bluff (PPB) and Quarry Park (QP). In October 2018, the Board of Supervisors amended Section 3.68.180 of the County Ordinance Code to allow on-leash dog access on designated and signed trails in certain San Mateo County Parks, including the two subject parks. At the same meeting, the Board of Supervisors directed Parks to develop a recommendation for an off-leash dog recreation pilot program.

On November 16, 2021, the Board adopted amendments to Section 3.68.180 of the Ordinance Code to authorize off-leash dog use subject to the implementation of a Pilot Program to study the effects of allowing said use in the two subject parks. Implementation of the Pilot Program, however, requires a Coastal Development Permit because it is a change in the intensity of use of land in the coastal zone.

At the February 9 hearing, the Planning Commission took testimony from the public both in favor and against issuance of the requested CDP. Testimony given in opposition to the granting of the CDP focused on potential impacts to biological resources at Pillar Point Bluff Park. During their deliberations on the requested CDP,

the Commission asked the Parks Director whether he would entertain a partial granting of the CDP, excluding Pillar Point Bluff from the approval. The Director stated that he did not have the authority to alter the Pilot Program in such a manner because the resolution adopted by the Board of Supervisors in November directed the Parks Department to include both parks. As a result, the Planning Commission voted to deny the requested CDP on the basis that the impacts it poses to sensitive habitats at and adjacent to Pillar Point Bluffs does not conform to the Local Coastal Program (LCP).

On February 22, 2022 the Parks Department filed an appeal of the Planning Commission's decision. In the appeal, the Parks Department states that it desires to pursue the Pilot Program at Quarry Park and not at Pillar Point Bluff Park.

DISCUSSION:

The proposal to implement the pilot program at Quarry Park and not at Pillar Point Bluffs eliminates concerns that the program will lead to adverse impacts to sensitive habitats at and adjacent to Pillar Point Bluffs. As detailed by the staff report, the Pilot Program includes measures to prevent off-leash dog use of designated trails from impacting coastal resources or coastal access and recreation opportunities. These measures are incorporated into the recommended conditions of approval and achieve compliance with the County's Local Coastal Program.

County Counsel has reviewed this report as to form.

FISCAL IMPACT:

No Fiscal Impact



County of San Mateo - Planning and Building Department

ATTACHMENT B



San Mateo County Board of Supervisors Meeting

Owner/Applicant:

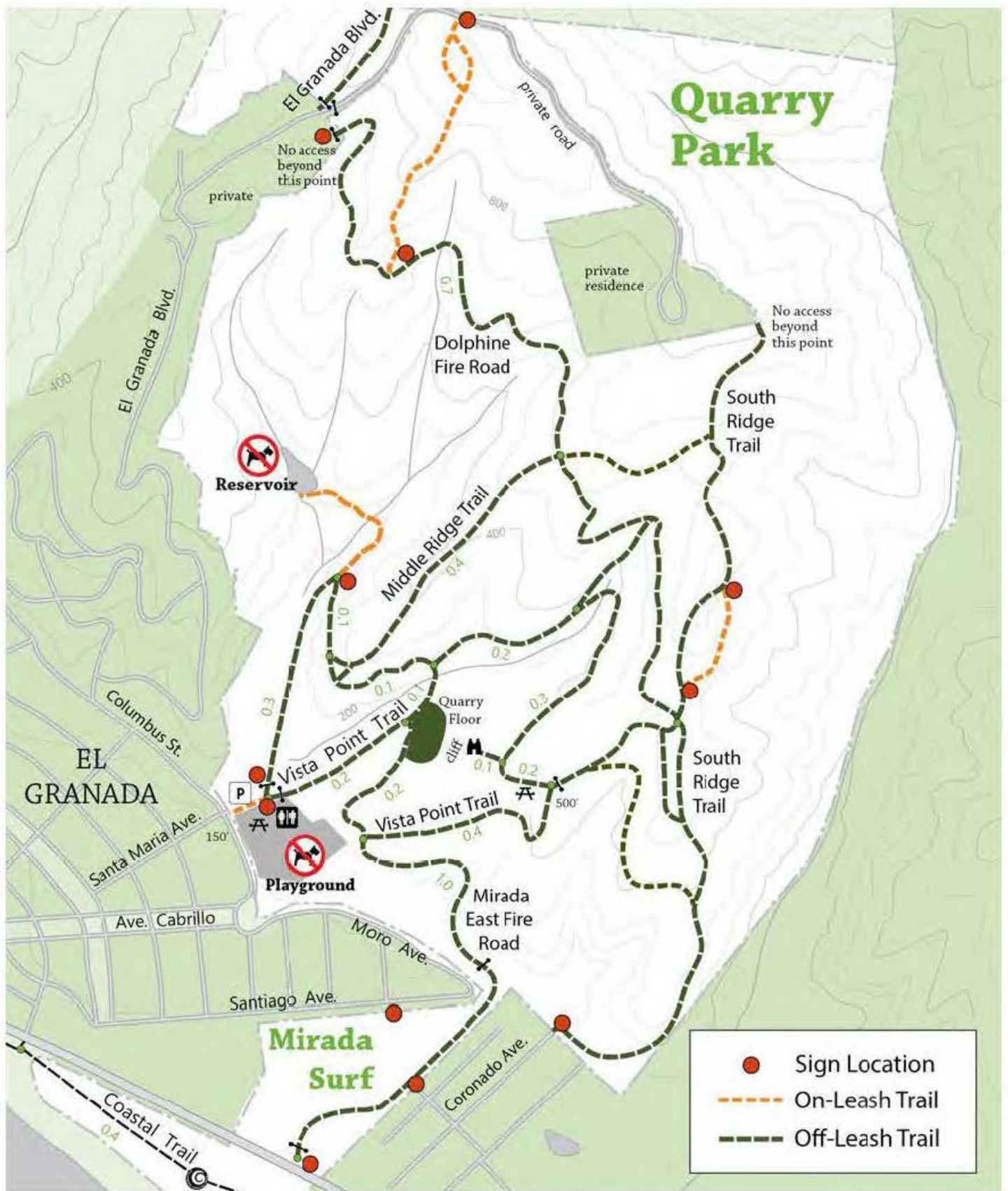
Attachment:

File Numbers:



County of San Mateo - Planning and Building Department

ATTACHMENT C



San Mateo County Board of Supervisors Meeting

Owner/Applicant:

Attachment:

File Numbers:



County of San Mateo - Planning and Building Department

ATTACHMENT D

The unincorporated communities of Miramar and El Granada and open lands associated with it are along the Park's southern borders.

3.4 ENVIRONMENTALLY SENSITIVE HABITAT AREAS

The CCC and San Mateo County LCP designate ESHAs to protect the natural resources of particularly vulnerable areas within the Coastal Zone of San Mateo County.

The 2013 County LCP identifies sensitive habitats including: riparian corridors, wetlands, marine habitats, sand dunes, sea cliffs, and habitats supporting rare, endangered, and unique species. Parks will take steps during the Pilot Program to protect areas that meet the definition of any ESHA defined by the CCC Guidelines and the County LCP.

3.5 PROJECT ACTIONS

3.5.1 Ordinance Governing Off-Leash Dogs in San Mateo County Parks

To ensure the safety of all park users as well as the continued conservation of the natural resources at Pillar Point Bluff and Quarry Park, Parks proposes that the San Mateo County Board of Supervisors adopt the following amendments to the County Ordinance Code (Chapter 3.68):

1. Off-leash dog(s) must be under voice and sight control:
 - a) Voice and sight control requires that the owner/handler must be in control of dog(s) at all times and must be able to recall and leash dog(s) at any time.
 - b) Owner/handler must have a leash for each dog under owner/handler control.
 - c) Dog(s) must return immediately when called (maximum of 10-second return time).
2. Dog(s) must remain on designated and signed trails, within view and earshot, and no more than 25 feet away from owner/handler.
3. Dog(s) must be on-leash in developed areas (i.e., near traffic, parking lot, lawn or play field, deck, picnic areas, etc.).
4. No more than two off-leash dogs allowed per owner/handler.
5. Dogs are presumed to NOT be under control when they:
 - a) Threaten, harass, chase, or otherwise display aggression towards any person, animal, or wildlife;
 - b) Display threatening behavior;
 - c) Physically harm people directly or indirectly by their actions;
 - d) Touch or jump on other park users who have not invited or engaged in interaction with the dog; or
 - e) Do not return when called (maximum of 10-second return time).

6. Owner/handler must have physical control of dog(s) when approaching or being approached by park users not also engaged in off-leash dog recreation.

The current County Ordinance Code (Chapter 3.68) does not authorize park rangers to remove persons from a park if the situation warrants it. Therefore, Parks is seeking an amendment to Chapter 3.68 of the County Ordinance Code to allow a park ranger to remove any person from a County Park or Recreation Area for violating an ordinance. While this action would be used as a last resort, it provides park rangers with the authority necessary to act when they deem a person to be a threat towards public safety, or the natural resource. Please note, this authority would not be limited to incidents involving dogs, but rather, any incident in the parks.

3.5.2 Pilot Study and Adaptive Management Plan

Parks proposes to conduct the Pilot Program at both Pillar Point Bluff and Quarry Park for 12 months (1) to determine if the above-mentioned rules are being adhered to and (2) to make management adjustments as needed to avoid or minimize potential impacts to the environment. Environmental impacts (as defined in the 2019 CEQA Guidelines Appendix G checklist), visitor interactions, staff resources and any additional infrastructure needed (e.g., new signage), and any changes in park use will be evaluated during this pilot study.

To evaluate the impacts of the Pilot Program, an AMP has been prepared. The AMP will establish an environmental baseline and monitor impacts of the Pilot Program. The AMP is discussed further below. Parks staff are conducting random observational surveying of each park twice a week – once during the week and once on the weekend. This process will allow Parks to accurately gather information regarding compliance, behavior, and impacts during the Pilot Program.

Purpose

The purpose of the AMP is to ensure that any environmental impacts that may be created by off-leash dog recreation at Pillar Point Bluff and/or Quarry Park are minimized to the greatest extent possible, and that visitors with and without dogs are able to enjoy their experience at these San Mateo County parks. Overall, results of a whitepaper that reviewed and summarized literature on the environmental impacts of dog recreation in parks and open space (Appendix C) did not definitively conclude that dogs have a significantly greater impact on the flora and fauna found at the Pilot Program sites than human recreation. Moreover, based on the location of known and observed ESHAs and rare, threatened, and endangered plant and animal species, projected impacts of the Pilot Program are inconclusive. Thus, it will be important for Parks to monitor potential impacts with the AMP.

Key components of the AMP are the impact indicators/metrics and measurable standards that Parks staff will monitor on a recurring basis throughout the Pilot Program. The AMP would allow Parks to manage the Pilot Program in a transparent and effective manner.

The AMP's relationship to CEQA is that it is a part of the Project Description (i.e., the Pilot Program) and is intended to avoid and minimize impacts to biological resources. In this context, the Pilot Program should be thought of as a set of avoidance and minimization measures that make the Project Description as self-mitigating as possible.

Adaptive Management Plan Goals

Goal 1: Implement a plan that will be evaluated under CEQA to minimize or avoid potentially significant environmental impacts that could result from the Pilot Program.

Goal 2: Protect ESHAs; habitat for special status species; rare, threatened, and endangered plant and wildlife species; and water quality.

Goal 3: Enhance and protect visitor safety and experiences.

Goal 4: Contribute to the body of knowledge about potential environmental and social impacts associated with dogs off-leash programs.

Adaptive Management Plan Implementation

There are four steps that need to be completed before the AMP can be implemented. Each is summarized below:

1. **Public Education Program:** Parks will need to develop a public education program that involves, but is not limited to, (i) noticing the interested public that the Pilot Program is being put into effect, (ii) posting rules and regulations associated with the Pilot Program and their rationale, (iii) promoting the monitoring program and corrective actions associated (refer to item 2.4 below) with the AMP.
2. **Park Infrastructure** (e.g., signs, waste cans, physical barriers to sensitive areas): Parks will need to identify areas where signage, waste cans, and waste bags will be located. They will also need to identify areas where physical barriers (split rail fencing) are needed to prevent dogs from entering sensitive areas.
3. **Pretesting Monitoring Program:** Parks has started collecting ~~will need to collect~~ baseline information on eight proposed indicators. Some behaviors that occur over a wide-ranging area may not be suitable for monitoring via camera, so one purpose of the pretesting program will be to verify which indicators' data may be collected via camera or in-person. Another purpose is to verify standards that are measurable.
4. **Compliance and Corrective Actions:** Compliance with the AMP will be achieved by monitoring eight indicators of potential environmental impacts, comparing those indicators to standards, and taking an increasingly strict set of corrective actions if standards are not met. The actions to be taken will be determined by Parks based on the severity and impact of non-compliance. The flow chart below (Figure 4) depicts the relationship between monitoring, compliance, and corrective actions.

Indicators reflect program evaluation criteria that were established by Parks and the Dog Work Group. Standards are quantifiable measures of each indicator that trigger some type of corrective action if the subject standard is not satisfied. Standards are developed with the purpose of avoiding potentially significant impacts to biological resources and water quality. Ideally, Parks staff will observe a trend of increasing compliance relative to satisfying the standards over time. Baseline information will be needed for all indicators except visitor use; Parks already has recent visitor use data. The purpose of obtaining baseline information is to have early information on whether a standard is likely to be met or not be met. However, it should be noted the intent of baseline monitoring is not to "lower the bar" with regard to standards for each indicator. The eight indicators include the following:

1. Presence of dog waste
2. Fecal coliform levels
3. Harassment of wildlife

4. Dog entry into sensitive areas
5. Dogs traveling off trail
6. Leash compliance for on-leash trails
7. Interactions between other visitors and dogs
8. Changes in park visitation in response to visitors with off-leash dogs

It should be noted that indicator 8 does not have a standard associated with it. The intention of monitoring indicator 8 is to determine if the Pilot Program increases visitor use among people intending to allow their dogs to go off-leash in the two subject parks and reduces use among people without dogs. Table 1 summarizes the indicators, their associated standards, and the method and frequency of data collection for each.

Table 1. Monitoring Indicators and Standards for the Dogs Off-Leash Adaptive Management Plan¹

INDICATOR	STANDARD	PRIMARY ² DATA COLLECTION METHOD	MONITORING FREQUENCY AND REPORTING ACTION ³
1. Presence of dog waste (Any dog waste not in a garbage can will be counted)	No more than 20 pieces occurrences of dog waste in one month <u>(per park)</u> .	Observations and photographs by Parks staff or trained volunteers ⁴	Monitor weekly ; <u>reported bi-monthly</u> ; collect data on number of occurrences and locations with waste for all trails (on and off-leash) ³
2. Fecal coliform levels at WQ sampling locations	Presence of <u>dog associated bacteroidales</u> and E. coli shall not exceed 320 cfu/100mL at any monitoring location	In-person by RCD staff. Monitoring will occur at the sampling locations referenced in Figure 2.	<u>Monitor monthly</u> ; <u>reported bi-monthly (the ability to conduct water quality monitoring is dependent on rain)</u> ; following protocol used by the RCD and/or RWQCB. ⁵
3. Harassment ⁶³ of wildlife ⁷⁴	Dogs observed chasing or harassing wildlife three <u>two</u> times over a 60 <u>90</u> -day period	<u>Parks staff or trained volunteer observations when they are at the park</u> ⁴ In-person observations by Parks staff or trained volunteers	Quarterly <u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³
4. Dog entry to sensitive areas, including Fitzgerald Marine Reserve and the Marsh at Pillar Point Bluff, or the pond and reservoir at Quarry Park	No dogs observed entering Parks defined and signed sensitive areas (i.e., dogs must be on leash near these areas <u>or not in area at all</u>)	<u>Parks staff or trained volunteer observations when they are at the park</u> ⁴ In-person observation by Parks staff or trained volunteers, set a two-week time period for each month	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff or trained volunteers to document sensitive areas that dogs are most likely to enter. Confirmed and creditable reports of violations.
5. Dogs traveling off trail	Dogs observed traveling at 10 feet or more off trail; verify compliance rate after baseline data collection	Remote observation, set a two-week time period, Parks staff or trained volunteer observations when they are at the park ⁴	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff and trained volunteers to document locations where dogs most likely to go off trail. Data collected via verified reports.

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6. Leash compliance for on-leash trails	70% of parties with dogs will have their dogs on a leash on any given day.	In-person Parks staff or trained volunteer observations whenever they are at the park Parks staff or trained volunteer observations when they are at the park ⁴	Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³Quarterly; observers will walk each on-leash trail to note the proportion of dogs off-leash. Note: data for indicators 5&6 will be collected simultaneously
7. Interactions with dogs and visitors	Any dog is observed exhibiting unwelcome behavior(s) to other dogs or visitors 10 times per month per park.	In-person observation by Park staff and trained volunteers	Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; based on verifiable (e.g., rangers, trained volunteers, and other credible sources) reports
8. Changes in park visitation in response to visitors with off-leash dogs	N/A ⁵⁸	Remote observation with cameras ²	Quarterly; Monitor bi-weekly; reported bi-monthly; initial visitors with dog counts will be made via observation. After a reliable number of counts (sample size at least 300 groups, with observations conducted over randomly selected weekend and weekdays) has been made to verify the proportion of visitors with dogs, visitor counts may be conducted via mechanical means (traffic counter or wildlife camera) ³

Notes:

1 - Management actions are not defined by the AMP but rather selected by Parks based on the impact and severity of non-compliance.

2 – Primary data collection refers to recurring data collection by Parks staff and trained volunteers. However, it is recognized members of the public may self-report various behaviors (e.g., dog off trail) and Parks will document this information as it is made available.

3 – Monitoring will occur on a weekly basis. Data will be collected twice a week at each park, but will only be published every other month.

4 – Volunteers are defined as neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department to ensure they are not biased.

5 – Water quality testing will include a DNA analysis to determine if the source originates from a dog.

6 – From Section 3(18) of the Federal Endangered Species Act: "The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct."

74 – Any documented ~~injuring or~~ killing of wildlife, ~~dog, or person~~ by an off-leash dog ~~(to a human or another dog)~~ may result in immediate or, temporary suspension of the Pilot Program.

85 – Monitoring of visitor use is not intended to be evaluated against a standard. Collection of visitor use information has been ongoing at both parks and will continue as the AMP is being implemented. The intent of this data collection is to determine if overall visitor demographics and patterns change as a result of the Pilot Program.

9 – Observational surveying would occur to determine if more people or more dogs are being seen, as opposed to fewer people without dogs.



County of San Mateo - Planning and Building Department

ATTACHMENT E



Final Initial Study/Mitigated Negative Declaration

**The Off-Leash Dog Recreation Pilot Program
at Pillar Point Bluff and Quarry Park**

Lead Agency

San Mateo County Parks Department

455 County Center, 4th Floor

Redwood City, CA 94063

Contact: Nicholas Calderon

ncalderon@smcgov.org

October 28, 2021

Final Initial Study/Mitigated Negative Declaration

The Off-Leash Dog Recreation Pilot Program at Pillar Point Bluff and Quarry Park

Lead Agency

San Mateo County Parks Department

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October 28, 2021

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1.0 INTRODUCTION

Although not required by the California Environmental Quality Act (CEQA) and CEQA Guidelines, the San Mateo County Parks Department (Parks), as Lead Agency, has evaluated and responded to the comments received regarding the Off-Leash Dog Recreation Pilot Program's (Project) Initial Study/Mitigated Negative Declaration (IS/MND). The Responses to Comments which are included in this document, together with the Revised IS/MND, IS/MND appendices, and the Mitigation Monitoring and Reporting Program, comprise the Final IS/MND for use by Parks in its review and consideration of the project.

This document is organized into three sections:

- **Section 1.0 – Introduction**
- **Section 2.0 – Responses to Comments on the Initial Study/Mitigation Negative Declaration.** Provides a list of the agencies, organizations, and individuals who commented on the IS/MND. Comments received and responses thereto are included in this section.
- **Section 3.0 – Errata to the Initial Study/Mitigation Negative Declaration.** Includes changes made to text, tables, or figures in responses to comments on the IS/MND and staff-initiated text changes to correct minor inconsistencies or add minor information or clarification related to the project. None of the revisions regarding corrections in this section substantially change the analysis and conclusions presented in the IS/MND.

2.0 RESPONSES TO COMMENTS ON THE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

2.1 INTRODUCTION

The IS/MND for the proposed Off-leash Dog Recreation Pilot Program (State Clearinghouse No. 2021070237) was circulated for a 30-day public review/comment period from July 15, 2021, to August 13, 2021, pursuant to Section 15105 of the CEQA Guidelines.

The IS/MND and the response to comments on the IS/MND are informational documents that were prepared by the Lead Agency, must be considered by decision-makers before approving the proposed project, and that must reflect the Lead Agency's independent judgment and analysis (CEQA Guidelines, Section 15074). While providing responses to comments for an IS/MND is not required by CEQA, the San Mateo County Parks Department is of the opinion that given the Project, providing responses is warranted.

This section responds to the comments and questions received in response to the IS/MND that was circulated by the San Mateo County Parks Department to public agencies and the public as required by CEQA. As discussed below in the response to comments, edits to the IS/MND have incorporated the comments where appropriate. These changes can be found in the project Errata. With these edits, the Final IS/MND does not describe a project having any new or substantially more severe impacts than those identified and analyzed in the IS/MND. Therefore, in accordance with CEQA Guidelines Section 15073.5, recirculation of the IS/MND is not required.

This section contains a copy of the 53 comment letters submitted during the IS/MND's public review/comment period, and the individual responses to those comments. The text of each comment is listed below in the order of commenters list below. Immediately following each comment is an individual response to each numbered comment. Where responses have resulted in changes to the IS/MND, these changes are shown in the response and also appear in the project's Errata.

During the public review period, the following organizations/persons provided written comments on the IS/MND to the Parks:

Commenters

1. Leslie Wakasa
2. Vivien Marsh
3. Lucy Rasmussen
4. Merin Yu
5. Jerry Brick, Redwood City
6. Jamie Bubier
7. Ron Olson, Friends of Fitzgerald Marine Reserve
8. Lennie Roberts and Mike Ferreira, Green Foothills and Sierra Club Loma Prieta Chapter
9. Stacy Sherman, California Department of Fish and Wildlife
10. Janet Dudley, Founding Member of the Peninsula Dog PAC
11. Sunita Patel
12. Chris Cilia
13. Pamela Eakins
14. Valerie Stein
15. Marilyn Goldberg

16. Lee-Shawn Stein
17. Sabrina Brennan
18. Harold
19. Amy Shaw
20. Peter Griffin
21. Matt Greenberg, Peninsula Dog PAC
22. America Bliss
23. Linda Goldman and David Leeb, Waterside Circle in Redwood Shores
24. Heather Sandel
25. Unknown
26. Nicole Skerry
27. Lisa Diaz Nash
28. Chris Deimler
29. Kuan Liv
30. Mike Holubar
31. Jim Sullivan
32. Charlie Sandel
33. Sean Handel
34. Unknown
35. Claudia Marshall
36. Confidential
37. Lisa Ketchum
38. Terry Maher
39. Brigitta Bower
40. Cynthia Denning
41. Dorothy Baughman
42. Devin Squaglia
43. Joshua Fagans
44. Kathleen Dailey
45. Kris Lannin Liang
46. John Dye
47. Mark Eller
48. Jean Blomo
49. Carole Bridgeman
50. Jenny Sabalo DeMartini
51. Cynthia Cook
52. Phyllis Savari
53. Christine Corwin

2.2 MASTER RESPONSES

Master Response 1 – Adaptive Management Plan

As stated on page 8 of the IS/MND, “The purpose of the AMP is to ensure that any environmental impacts that may be created by off-leash dog recreation at Pillar Point Bluff and/or Quarry Park are minimized to the greatest extent possible, and that visitors with and without dogs are able to enjoy their experience at these San Mateo County parks.” With that overall purpose in mind, the AMP was also written to help inform decision makers as to if allowing dogs off-leash on specified trails at Quarry Park and/or Pillar Point Bluff should continue after the Pilot Program concludes. The Pilot Program will be in effect for one year, during which time Parks staff or appropriately trained volunteers will monitor compliance and collect data on the eight indicators (shown as Table 1, page 11, in the IS/MND). Please note, trained volunteers will be representatives from local scout groups and the San Mateo County Parks Foundation and will be properly vetted and trained.

The indicators were developed to monitor compliance with and the impacts of the Pilot Program. Each indicator (except for #8) has a standard associated with it that has to be satisfied for the pilot program to be self-mitigating. Should standards not be met, adjustments to the pilot program may be required to mitigate possible impacts. The eight indicators are as follows:

1. Presence of dog waste
2. Fecal coliform levels
3. Harassment of wildlife
4. Dog entry to sensitive areas/restricted areas
5. Dogs traveling off trail
6. Leash compliance while on on-leash trails
7. Interactions between with dogs and visitors
8. Change in park visitation demographics

Parks received multiple comments questioning the selection of the standards. The standards were developed based on Parks Department data and anecdotal observations. The standards were established at levels that would mitigate impacts to users and resources. Parks staff are conducting random observational surveying of each park twice a week – once during the week and once on the weekend. This process will allow Parks to accurately gather information regarding impacts to resources and compliance during the pilot program. Should standards not be met, stricter management policies will be implemented.

Master Response 2 – Geographic Scope of Pilot Program

Because of formal and informal access paths leading from Ross’ Cove Trail on the Pillar Point Bluff to the beach, Parks is not recommending that off-leash dogs be allowed on Ross’ Cove Trail. The Fitzgerald Marine Reserve (including Ross’ Cove) and Mirada Surf are not included in the Pilot Program, and off-leash access is not being authorized at either location. Further, Mavericks Beach is not owned or operated by the San Mateo County Parks Department, and therefore, is not included in the Pilot Program.

Master Response 3 – Recreation Displacement

To balance the desires of varied recreation groups and users, not all trails will be accessible to off-leash dog recreation during the pilot program. Proposed off-leash trails are typically located away from Environmentally Sensitive Habitat Areas (ESHA’s) and are typically wide enough to accommodate passing users while avoiding conflicts. The trails that are marked in orange will continue to allow dogs on-leash

only (refer to Figures 2 and 3 on page 13 and 14 of the IS/MND). As part of the AMP, Parks staff or designated, vetted, and trained volunteers will monitor visitor use levels at both parks.

Both Pillar Point Bluff and Quarry Park currently allow on-leash dog recreation. Therefore, authorizing off-leash dog recreation at these parks would not be introducing dogs, but instead, change the methods in which dogs can recreate at these parks.

Master Response 4 – Safety Protocols and Measures

San Mateo County Park Rangers have the authority to write citations and issue infractions and can request that owners who do not comply with applicable County ordinances and rules and/or owners of aggressive dogs leave the subject park. Pursuant to the proposed ordinance amendment included in the Parks Department's recommendation, Park Rangers would have authority to remove people from parks should they or their dog pose a risk to natural resources, wildlife, or other park users.

During the one-year Pilot Program, Parks will monitor the results for indicator #7: interactions between dogs and visitors to determine how often negative interactions occur and whether they are within the standard established in the AMP. Negative interactions (referred to as undesired interactions in the IS/MND) include, but are not limited to, dogs jumping on people who have not invited the dog to do so, dogs barking directly at people, and dogs charging people who have not called the dog or invited the dog to greet them.

2.3 RESPONSES TO COMMENTS

COMMENT LETTER L1 – Leslie Wakasa

Comment L1-1: Good evening Mr. Calderon,

I live on the bluffs of moss beach and have been a resident here for over a decade. I've been walking my dog on the Pillar Point Bluffs daily for all of that time and sometimes I go to Quarry Park for a change of scenery. I fully support these two sites for legal off-leash trails in San Mateo County Parks!

Response to Comment L1-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L2 – Vivien Marsh

Comment L2-1: I am a responsible dog owner living in San Mateo county. I fully support allowing off-leash dogs in the coastside areas (Quarry Park and Pillar Point bluffs). It appears that the County is fearful of allowing dogs off-leash. Be assured that responsible dog owners will help to mitigate the actions of a few bad dog owners.

I am a little dismayed at the County attitude that dog owners will "take over" these areas and push nondog owners away. Might I point out that, since there are so few places that dogs can go off-leash, yes there will be a considerable amount of dogs at these two parks. Have you considered that if you opened up more spaces to off-leash dogs, then there would be fewer dogs at each place and less impact. We could then truly have multi-use parks.

I live in North Fair Oaks and there is nowhere close by to walk dogs off-leash. There is not even a decent park in this area. Please consider this area as soon as possible for the next dog off-leash, multiuse area. Currently we are forced to drive 20-30 miles to exercise our dog. Is this environmentally friendly? Why is San Mateo county so resistant to multi-use parks with dog access? Please look at Point Isabel in Oakland and Oyster Bay in San Leandro. We have a long bay shoreline in the South part of San Mateo county that could be opened up in a similar way and include off-leash dogs. Other counties can do it, why can't San Mateo?

Response to Comment L2-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L3 – Lucy Rasmussen

Comment L-3-1: I am in FULL SUPPORT of the change in regulations regarding off-leash dogs at these San Mateo County locations. There are so many dog restrictions in San Mateo County that make it is difficult to provide these loving creatures with the outdoor life and exercise they need. Dog parks are not the answer. Most are poorly maintained and populated by dog walkers bringing in their hordes of dogs. Please consider changing the policy for Pillar Point and Quarry Park. You will have the gratitude and many dog owners!!!

Response to Comment L3-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L4 – Merin Yu

Comment L4-1: I am a resident of Redwood City, and would like to express my support for an off-leash dog area at Pillar Point. My dog and I love to go hiking and walk in wooded areas, and would greatly appreciate this opportunity in San Mateo County. Currently, given the lack of available places to do so, we often end up driving to SF to be able to do this at Fort Funston. I understand the concerns about irresponsible dog owners with waste pick-up, and not having strong voice command over their dogs. I would hope that the Parks Department in partnership with dog owners could come to a mutually agreeable situation (ticketing, banning certain dogs/owners after multiple offenses if needed). Thank you for taking the time to read this.

Response to Comment L4-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L5 – Jerry Brick

Comment L5-1: Director Calderon, I want to express my support for more unleashed dog access in SM County. It's hard to believe that there is NO park in the county that is authorized for off leash dog access. With all the new apartments and dog ownership in the Peninsula there is a great need for this. I walk my dog daily at various dog parks and I see more and more new dog owners. Other Bay Area counties are way ahead of ours for dog access.

I completely endorse the coastside pilot programs, I'm sure the majority of walkers are very conscientious and will do our best to police the area ourselves and maintain it for safety and enjoyment. Also, while the coastside pilot is important, we would love to see something similar on the Bay side of the Peninsula. It's sorely lacking and there must be some open spaces where it could be implemented.

Response to Comment L5-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L6 – Jamie Bubier

Comment L6-1: I and my household are fully in support of both off-leash and on-leash access in San Mateo county, as part of the public comment requested on the pilot program. The county rules and prohibitions on dogs in most parks are excessive. It's disturbing that there is NO County park within a 15 minute drive of my household that allows dog access at all. That needs to change, as more than half of households in the county have dogs and are all funneled into a couple open space/city parks that do allow dogs. The closest park, Thornewood, only has parking for about 10 cars, making it impractical as a destination in a county of nearly 800k residents since the lot is always full. The county is negligent in having places for dog-owning residents to recreate in the southern part of the county. If more parks allowed dogs, the impact on each park would be far less because the exposure would be dispersed.

Response to Comment L6-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L7 – Ron Olson, Friends of Fitzgerald Marine Reserve

Comment L7-1: The Board of the Friends of Fitzgerald Marine Reserve (FFMR) is submitting the following comments regarding the above referenced Mitigated Negative Declaration (MND) for Pillar

Point Bluff only, and impacts to areas within the boundaries of the Fitzgerald Marine Reserve/Montara State Marine Reserve (FMR).

FFMR is a non-profit organization dedicated to the preservation of the unique rocky intertidal habitat at FMR through education and the support of research.

The standard recommended in Indicator 11 Presence of dog waste . . . , is inadequate.

"No more than 20 occurrences ... " is too high a threshold. FFMR recommends a threshold of no more than 10 occurrences of dog waste in one month. Further, dog urine could affect sensitive habitats but was not included in the MND studies. It is known that direct deposits of feces contribute fecal coliform and increases nitrate levels in water. During rainy periods, fecal matter and urine left by dogs could leach into drainage areas directly into the waters below the proposed off-leash trails. This could result in in contamination of the beaches and ocean as the tides move in and out. Monitoring for contaminants on the beach and ocean areas below the proposed off-leash trails were not included in the MND.

Response to Comment L7-1: As part of the Adaptive Management Plan, the Parks Department will monitor water quality to determine if dog waste is having an adverse impact on water quality. Should water quality sampling determine that fecal coliform levels exceed the acceptable ranges as determined by the San Francisco Bay Regional Water Quality Control Board, progressive management actions would be taken to reduce impacts. Further, it is not assumed that permitting off-leash dog access on specified trails will significantly change the amount of dog urine currently deposited on trails during on-leash use. All trails being considered for off-leash use are already heavily trafficked by both dogs and humans and only minor increases in use are anticipated as noted in Appendix A of the IS/MND

Comment L7-2: The data collection method in Indicator 4, Dog entry to sensitive areas is inadequate.

Dogs should never be allowed into sensitive areas at any time. The standard of observations being conducted during a two-week time period each month should be changed to one of a random observation at any day and time.

Response to Comment L7-2: Implementation of the Adaptive Management Plan would include installing signage and fencing to protect ESHAs. Further, dogs are not allowed to enter sensitive areas at any time. The Parks Department will be conducting random observational surveying at both park locations twice a week – once during the week and once on the weekend. This method will allow the Parks Department to gather a representative sample of behavior and compliance, and accurately track how much dog waste is not being picked up. Park rangers will conduct additional monitoring and enforcement on a daily basis as well.

Comment L7-3: The standard and data collection methods in Indicator 5, Dogs traveling off trail, is not accurate and is inadequate.

It is not clear what the standard of observing dogs to be 10 feet or more off-trail will indicate. The standard should be specifically stated as "off trail" means "off trail", period. The standard defined by Parks as indicated in §3 .5 .3, Proposed Signs, states " . . . dogs must stay on trails at all times."

Response to Comment L7-3: Please refer to Master Response #1.

Comment L7-4: Regarding the data collection period, the standard of observations being conducted during a two-week time period each month is inadequate and should be changed to one of a random observation at any day and time.

Response to Comment L7-4: The Parks Department's Natural Resource Management staff will be conducting random observational surveying at both park locations twice a week – once during the week and once on the weekend. This method will allow the Parks Department to gather a representative sample of behavior and compliance, and accurately track how much dog waste is not being picked up.

Comment L7-5: The standard in Indicator 6, Leash compliance , is unclear and inadequate.

It is not clear how a threshold of 70% was determined to be an acceptable standard for compliance success and should be changed to a standard of 100% of dogs observed are walking on-leash in leash-only portions of the trails.

Response to Comment L7-5: Using a combination of observational surveying and anecdotal data, the Parks Department selected 70% for a target. This target accounts for new users of the park(s) that need to be educated on the rules and regulations. As the Parks Department has more time to educate park visitors regarding which trails allow on-leash access and which trails allow off-leash access, the compliance rate is anticipated to increase.

Comment L7-6: §5.4 Biological Resources, pg 27 , ~beginning "Neither the Pacific harbor seal or sea lion occur in areas of the park proposed for off-leash dog use .. . "

It is stated in this paragraph (and in Appendix C-Dogs Environmental Impacts Whitepaper, Pillar Point Bluff Summary pg 5) that there is risk of off-leash dog incursions from the trails at Ross ' Cove down into Pacific Harbor Seal haul out areas of FMR and the proposed corrective action is to add signage "to inform users with dogs of the risk ". The MND indicates that the impact is considered "Less than Significant".

This finding failed to note the Pacific Harbor Seal pup killed by an off-leash dog in April 7, 2018 at Ross' Cove, located below the proposed Ross ' Cove off-leash dog trail. The kill was witnessed and documented. The failure of the MND and supporting reports to include this incident is negligent and calls into question the validity of the findings and recommendations in the MND.

Response to Comment L7-6: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove. The incident involving a Pacific Harbor Seal pup has been added to the IS/MND, but for the reasons explained above, there is no new or greater impact created.

Comment L7-7: As noted throughout the MND, there are many informal trails (as noted in Fig 2 Map, between markers 5 and 16) that offer opportunities for dogs to enter the protected areas within FMR. Therefore, the finding must be changed to "Potentially Significant Impact". The MND and corrective action Adaptive Management Plan §3.5.2, are inadequate. Signage and installation of split rail fencing (Subsection 2 . Pg 9) will not prevent off-leash dogs from entering FMR.

Response to Comment L7-7: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove. The Adaptive Management Plan would include measures to install signage and fencing to prevent dogs from entering ESHAs and disrupting wildlife and marine life.

Comment L7-8: In order to effectively mitigate against any potential dog incursions into FMR, corrective actions to be implemented prior to the beginning of the Pilot Project include, in addition to signs, installation of wildlife friendly barbed wire fencing along the on-leash portion of the Ross' Cove trail. Further, FFMR recommends re-designation of the proposed off leash portion of the Jean Lauer Trail between markers 5, 6, 11 and 14 (see Figure 2, Pillar Point Bluff Park Plan) to on-leash.

Response to Comment L7-8: Please refer to Master Response #1.

Comment L7-9: The finding of Less than Significant with Mitigation Incorporated is not credible.

Unless the MND is changed in accordance with FFMR's recommendations to the Monitoring, Adaptive Management Plan, and trail reconfiguration, we feel the Off-Leash Dog Recreation Pilot Program will result in harm to the rocky intertidal habitat, especially the Pacific Harbor Seal population, of the marine protected areas of FMR.

Response to Comment L7-9: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove. The Adaptive Management Plan would include measures to install signage and fencing to prevent dogs from entering ESHAs and disrupting wildlife.

Comment L7-10: FFMR has a 50-year history of educating visitors to FMR about proper intertidal behavior in order to protect and preserve this unique habitat for future generations. Experience as well as academic studies of human behavior in parks confirm the inevitability of widespread rule breaking when new restrictions are put in place.

We would like to see the Off-Leash Dog Pilot Program implemented with adequate mitigation measures in place as well as adequate staffing to monitor compliance. Proper enforcement will be the key to the adherence to and effectiveness of the Program.

Response to Comment L7-10: The IS/MND has provided adequate mitigation measures to address and mitigate impacts resulting from the Pilot Program. In addition, the Adaptive Management Plan would include measures (such as installation of signage and fencing) to guide and educate dog owners/handlers and prevent off-leash dogs from entering ESHAs. Please refer to Sections 5.1 and 5.20 of the IS/MND (pages 20 to 56) for discussions of Project impacts and proposed mitigation measures.

**COMMENT LETTER L8 – Lennie Roberts and Mike Ferreira, Green Foothills and Sierra Club
Loma Prieta Chapter**

Comment L8-1: 1. Pillar Point Bluff is an integral part of the Fitzgerald Marine Reserve and includes Environmentally Sensitive Habitat Areas (ESHA) that have already been adversely impacted by both on-leash dogs and illegal off-leash dogs.

Response to Comment L8-1: The Fitzgerald Marine Reserve is a separate park that is located adjacent to Pillar Point Bluff and is not part of the Pilot Program. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove.

Comment L8-2: 2. The Adopted Master Plan for the Fitzgerald Marine Reserve includes several foundational policies that the Off-Leash Dogs Pilot Program will inevitably violate; these were not included as a reference in the IS/MND; this is a serious omission. 3. The EIR and supporting studies for the Adopted Master Plan for the Fitzgerald Marine Reserve also were not included as a reference for the IS/MND; this is a serious omission.

Response to Comment L8-2: The Fitzgerald Marine Reserve is a separate park that is located adjacent to Pillar Point Bluff and is not part of the Pilot Program. Therefore, discussion of the Adopted Master Plan for the Fitzgerald Marine Reserve was not included in the IS/MND.

Comment L8-3: 4. The proposed Off-Leash Pilot Program at Pillar Point Bluff is inconsistent with the restrictions in the \$3,010,000 grant to San Mateo County to acquire the 140 acres of Pillar Point Bluff as approved by the Wildlife Conservation Board (June 2, 2011)

Response to Comment L8-3: The restrictions the commenter is referring to are related to protection of habitat to protect rare and endangered species, wildlife corridors, and significant landscapes and ecosystems. Section 5.4, Biological Resources, of the IS/MND (starting from page 26) provides discussions on Project impacts on special-status species and wildlife corridors. The Pilot Program and Adaptive Management Plan would include measures to prevent dogs from entering ESHAs and disrupting wildlife, including the installation of fencing and signage. The Project would make use of the existing trail network and would not construct new trails or facilities that would impede wildlife movement throughout the area. Implementation of the Pilot Program and the Adaptive Management Plan would be consistent with the restrictions set forth in the Wildlife Conservation Board acquisition requirements.

Comment L8-4: 5. Many visitors will avoid areas where off-leash dogs are allowed; this “recreational displacement” is contrary to San Mateo County’s commitment to diversity, equity, and inclusion in our County Parks, which should be available and welcoming to all people.

Response to Comment L8-4: Please refer to Master Response 3 for a discussion related to recreational displacement.

Comment L8-5: 6. The County has a duty to protect the sensitive habitats and wildlife of this unique area.

Response to Comment L8-5: Impacts to sensitive habitats and wildlife are discussed in Section 5.4, Biological Resources, of the IS/MND. All ESHAs that are located adjacent to recreational trails would be clearly marked with signs and/or fences. The Pilot Program and Adaptive Management Plan would include installation of signage and fencing to prevent dogs from entering ESHAs and disrupting wildlife. In addition, the Adaptive Management Plan would determine if further action needed to be taken to help protect ESHAs from trampling and other disturbances caused by off-leash dogs. Please refer to Section 5.4 of the IS/MND (starting from page 26) for a detailed discussion regarding impacts to sensitive habitats and wildlife.

Comment L8-6: Regarding Item 1: The IS/MND acknowledges that there are impacts from the On-Leash Dog Program that are already adversely impacting park resources. These include dog fecal material, which is described in the IS/MND, Biological Technical Memo, WRA, February 25, 2020: “On February 12, 2020 WRA biologists...traversed portions of the trails within the Study Area to determine...the baseline conditions of habitat quality within view from the trails”. Also,” A subsequent site visit on August 1, 2020 was made to make general observations of visitor and dog use at each of the

subject parks. At Pillar Point Bluffs, there were numerous locations along the Jean Lauer Trail where dog waste was found within 15 to 30 feet off the edge of the trail.” Our first concern is that a few hours walking on trails in both parks on only one day is hardly adequate time to assess baseline conditions and limiting the baseline condition assessment to what can be viewed from the trails is also woefully inadequate.

Response to Comment L8-6: It is typical for reconnaissance-level assessments to be conducted during a single day for an area of this size. During the Pilot Program, monitoring will be performed to determine whether an increase in dog waste may be occurring as a result of the Off-leash Dog Recreation Pilot Program. Additionally, the proposed Pilot Program and County Ordinance Code require that dogs stay on trail and under voice and sight control of their owners. Thus, WRA’s assessment included only areas that might reasonably be traversed by dogs under voice control, for which a distance of 30-feet was considered reasonable.

Comment L8-7: Our second concern is that if on-leash dogs are already depositing fecal material as far as 30 feet from the trail, off-leash dogs will certainly venture even farther with attendant impacts to water quality and wildlife corridors. Notably, voice control of dogs is widely acknowledged as wishful thinking, except for the most highly trained canines, particularly on an unfenced trail with expansive open fields beyond, such as is the case at Pillar Point Bluff.

Response to Comment L8-7: The Project would include fencing along trails designated for off-leash dog recreation when located adjacent to ESHAs. Further, the project will monitor for any impacts to water quality, and should water quality standards degrade below San Francisco Bay Area Regional Water Quality Control Board standards, the Parks Department will implement more strict management policies.

Comment L8-8: Dog urine is another potentially adverse impact to wildlife, as dogs “mark” their territory as they move along trails or venture beyond, and many wildlife species will avoid such marked areas; this was not addressed in the IS/MND.

Response to Comment L8-8: It is not assumed that permitting off-leash dog access on specified trails will significantly change the amount of dog urine currently deposited on trails during on-leash use. All trails being considered for off-leash use are already heavily trafficked by both dogs and humans and only minor increases in use are anticipated as noted in Appendix A of the IS/MND. This suggests that wildlife avoidance of the area is unlikely to increase as a result of legal off-leash dog use.

Comment L8-9: Wildlife mortality: A documented and reported kill of a Harbor Seal pup in April, 2018 by an unleashed dog is another example of adverse impacts from off leash dogs; there are likely other instances of wildlife mortality due to off leash dogs on Pillar Point Bluff and Ross’ Cove beach and reefs that have not been reported.

Response to Comment L8-9: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department’s recommendation for off-leash trails excludes Ross’ Cove Trail to minimize the risk of an off-leash dog accessing Ross’ Cove. The incident involving a Pacific Harbor Seal pup has been added to the IS/MND, but for the reasons explained above, there is no new or greater impact created.

Comment L8-10: Regarding Item 2: The Fitzgerald Marine Reserve Master Plan, Natural Resources Management Program includes the following policies that call for protection and restoration of the Park’s

natural resources; this foundational policy document was not included in the IS/MND as a reference. The Off-Leash Dog Pilot Program at Pillar Point Bluff is inconsistent with these adopted policies and cannot be approved.

Response to Comment L8-10: Please see response to L8-1.

Comment L8-11: Policy 1: “Natural Resources within the Fitzgerald Marine Reserve will be protected and restored through development and implementation of resource management policies and programs.” Off Leash Dogs, if allowed, has the potential to adversely impact and further degrade the sensitive habitats and other natural resources at Pillar Point Bluff. Restoration of natural resources including improving and expanding vestiges of coastal terrace prairie habitat that are on Pillar Point Bluff, but not acknowledged in the IS/MND, should be a high priority.

Response to Comment L8-11: For trails that are designated for off-leash dog access and located adjacent to ESHAs, fencing and signage will be added to prevent dogs from entering sensitive habitat. The area referred to by the commenter is a trail designated for on-leash dog use (refer to Figure 2).

Comment L-8-12: Policy 7: “Special status wildlife and plant species shall be protected within the Reserve, and habitat management plans shall be developed to protect and restore all identified special status species.” “During implementation of the Master Plan, all areas where work is to be conducted shall be surveyed for special status wildlife and plant species prior to commencement of work. Habitat management programs shall be undertaken when special status species are identified and impacts to such species shall be avoided or mitigated, as required by State and federal law.” Work associated with the Off-Leash Dog Pilot Program including signage, low split rail fencing, has the potential to impact not only special status species, but lack of exclusionary fencing around the 100-foot buffer for wetlands is a significant omission, as special status plants and SFGS and CRLF may be adversely impacted. Signage is insufficient to prevent on leash and off leash dogs from accessing the Ross’ Cove beach at the southern end of Ross’ Cove Trail with potential adverse impacts to shore birds and marine mammals.

Response to Comment L8-12: The Fitzgerald Marine Reserve is a separate park located adjacent to Pillar Point Bluff and is not part of the Pilot Program; therefore, the Fitzgerald Marine Reserve Master Plan was not included in the IS/MND. However, the design of fencing and signage was specifically considered to allow smaller wildlife to enter and exit areas important to their life history while indicating to trail users that these habitats should not be traverse. Utilizing true exclusion fencing around sensitive habitats has the potential to effectively remove usable habitat for sensitive wildlife species.

Comment L8-13: Policy 11: “Introduction and possession of domestic and feral animals, including dogs, cats, ducks and any exotic, non-naturalized species are prohibited in the Reserve.” “Due to the potential for impacts to biological resources from predation or disease, dogs and other non-native species are not allowed within the Reserve. This policy will be implemented and enforced to prevent interference with and mortality of native species. Dogs will be allowed only on leash on the California Coastal Trail. Actions to remove existing populations of domestic and feral animals will be implemented by Reserve staff. This policy is consistent with County Code Section 3.68.080(i).” Clearly the allowance of Off-Leash Dogs is inconsistent with this policy that allows only On-Leash Dogs — and only on the California Coastal Trail.

Response to Comment L8-13: Refer to Response to Comments L8-1 and L8-2.

Comment L8-14: Regarding Item 3: The EIR and supporting documents for the FMR Master Plan, which are an excellent source document for biological resources, were not included as a Reference for the IS/MND; this is a serious omission.

Response to Comment L8-14: Refer to Response to Comments L8-1 and L8-2.

Comment L8-15: Regarding Item 4: The WCB's Land Acquisition Program is administered by the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation activities. The Grant describes the County's Management Objectives as: "The County will manage the property in conjunction with the adjacent Reserve and will preserve and protect the sensitive habitat found on the property while providing for the continuation of appropriate public wildlife-oriented recreational uses." The only recreational use described in the Grant is: "The property is identified in the San Mateo County Trails Plan as a segment of the California Coastal Trail and would provide a critical .6-mile link in this trail." The Funding Source is Proposition 40 (PRC Section 5096.650(a) that allows for the acquisition and protection of habitat to protect rare and endangered species, wildlife corridors, and significant landscapes and ecosystems..." (emphasis added). Due to the potential adverse impacts to species and associated habitats of concern, as well as wildlife corridors and ecosystems on Pillar Point Bluff, we believe that the Off-Leash Dog Pilot Program is inconsistent with the Grant Restrictions.

Response to Comment L8-15: Refer to Response to Comment L8-3.

Comment L8-16: Regarding Item 5: For a variety of reasons, many visitors to our County Parks avoid visiting park areas where off-leash dogs are allowed. We are particularly concerned about the need for County decision makers to consider the many voices of people who do not speak up at public hearings, as well as the wildlife, wildlife habitats, and other resources that also don't have a voice. Significant numbers of people, including people of color, avoid visiting places where off-leash dogs are allowed. Some of these people are afraid of dogs, others have had negative experiences with uncontrolled dogs getting into fights with other dogs, chasing birds and small mammals, scaring young children, and even knocking down elderly folks or people with mobility or balance issues. People who are seeking a quieter or more contemplative experience, where they hope to see wildlife in its natural habitat will avoid places where these pursuits are disrupted by dog activities.

Response to Comment L8-16: Refer to Master Response #3 for a discussion related to recreational displacement.

Comment L8-17: Our comments have focused on Pillar Point Bluff, because of its significance as a highly attractive area to visit which intensifies impacts to environmentally sensitive habitat areas (ESHA). During the pandemic when the main area of Fitzgerald Marine Reserve was closed, there was a tremendous increase in visitation at Pillar Point Bluff, and other sensitive areas of the Reserve, particularly according to locals. Social media continues to bring excessive crowds to environmentally sensitive park areas such as Pillar Point Bluff and Ross' Cove. County Parks has insufficient staff and other resources to adequately manage visitor behavior. As a result, overuse of the Marine Reserve's most sensitive areas, particularly the tidepools and beaches, as well as Pillar Ridge, continues unabated and is causing increasingly serious impacts.

Response to Comment L8-17: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. The impacts resulting from implementing the Pilot Program and the Adaptive Management Plan are induced in the IS/MND from Section 5.1 to Section 5.21. The Project impacts would be

limited to established trails that currently allow on-leash dog recreation throughout their extent. The allowance of off-leash dogs in these areas would not significantly increase the impacts of dogs on the environment. Please refer to Section 5.1 to Section 5.21 of the IS/MND (pages 20 to 58) for discussions related to Project impacts on the environment.

Comment L8-18: We also have major concerns about compliance with existing requirements for On-Leash Dogs at Pillar Point Bluff. Even if Off -Leash dogs are not permitted, which we strongly support, the current level of non-compliance with leash requirements is likely to continue and should be mitigated adjacent to wetland/wetland buffer areas by installing exclusionary “wildlife friendly fencing” such as that used successfully for the past 20 years by Half Moon Bay along the Coastal Trail section south of Redondo Beach Road.

Response to Comment L8-18: For trails that are designated for off-leash dog access and located adjacent to ESHAs, fencing and signage will be added to prevent dogs from entering sensitive habitat. Also, pursuant to the County Ordinance Code, dogs are not allowed in sensitive areas.

COMMENT LETTER L9 – Stacy Sherman, California Department of Fish and Wildlife

Comment L9-1: Comment 1. Impacts to Marine Mammals

Issue: CDFW is concerned about potential significant impacts to marine mammals at Ross' Cove due to the Project. All marine mammals are protected under the federal Marine Mammal Protection Act (MMPA), which prohibits the "take" of marine mammals in the United States. Take is defined by the MMPA as "to harass, hunt, capture, or kill, or attempt to harass, hunt, capture, or kill" (16 U.S. Code Section 1362).

While the trails nearest to Ross' Cove have not been proposed for off-leash dog use, potential for an off-leash dog to enter Ross' Cove still exists, as stated within the IS/MND. An off-leash dog disturbing marine mammals in this area would result in take and therefore be considered a significant impact of the Project. CDFW disagrees with the IS/MND's determination that checklist item 4.a., under Section 5.4 (Biological Resources), is a "less than significant impact."

Recommendations: The Final IS/MND should acknowledge and take into greater consideration the potential impact to marine mammals due to the Project in Sections 4.0 (Environmental Factors Potentially Affected) and 5.0 (Evaluation of Environmental Impacts). CDFW recommends the following:

- Reevaluation of checklist item 4.a. in the Biological Resources Section;
- The Final IS/MND should explain in greater detail measures the Project will develop to avoid disturbance to marine mammals, how these measures will be enforced, and what mitigation actions will be taken if impacts occur;
- Frequent monitoring of dogs and dog owners near Ross' Cove during the pilot program to ensure disturbance does not occur;
- Consultation with the National Oceanic and Atmospheric Administration (NOAA) regarding marine mammal monitoring, avoidance measures, enforcement, violations, and mitigation measures;
- A study/monitoring program to determine marine mammal use at Ross' Cove, if one does not already exist.

Response to Comment L9-1: Please refer to Response to Comment L8-6 and L8-9.

Additionally, dog recreation is not allowed at Ross' Cove and is not proposed to be allowed as part of this project. Consequently, a study/monitoring program on marine mammal use at Ross' Cove is outside of the consideration of this Pilot Program's scope.

Comment L9-2: Comment 2. Impacts to Birds

Issue: The IS/MND does not sufficiently explain how disturbance to shorebird and potentially other bird species will be avoided during the one-year Pilot Program and after the one-year Pilot Program. CDFW is particularly concerned about potential significant impacts to bird species along the Pillar Point Bluff coastline such as shorebirds. Allowing dogs on leash access to coastline locations where they previously did not have access creates a risk of possible "take" or other impacts to birds.

According to the Sequoia Audubon Society, many shorebird species occur at Pillar Point Bluff County Park, such as black oystercatcher (*Haematopus bachman*), black-bellied plover (*Pluvialis squatarola*), snowy plover (*Charadrius nivosus*), killdeer (*Charadrius vociferus*), wandering tattler (*Tringa incana*), greater yellowlegs (*Tringa melanoleuca*), willet (*Panicum miliaceum*), whimbrel (*Numenius phaeopus*), marbled godwit (*Limosa fedoa*), ruddy turnstone (*Arenaria interpres*), black turnstone (*Arenaria melanocephala*), sanderling (*Calidris alba*), western sandpiper (*Calidris maun*), and red-necked phalarope (*Phalaropus lobatus*). If leash rules are not strictly followed, potential impacts to shorebirds and other bird species from off-leash dogs could include but are not limited to the following:

- Causing migratory birds to flee suitable foraging habitat along rest stops;
- Destruction of nests and eggs of ground nesting species;
- Mortality to adults and/or young from dog predation.

In addition, California Code of Regulations§ 251.1 states the following: Except as otherwise authorized in these regulations or in the Fish and Game Code, no person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal.

Recommendation: The Final IS/MND should explain in greater detail measures the Project will develop to avoid disturbance to shorebird and other bird species, how these measures will be enforced, and what mitigation actions will be taken if impacts occur. The following considerations should be included as part of the Project IS/MND final avoidance, minimization and mitigation measures:

- Ensuring frequent monitoring of dogs and dog owners when shorebirds are present and near environmentally sensitive habitat areas during the pilot program to ensure bird disturbance does not occur;
- Based on seasonal species presence such as migratory bird stop-overs and any beach nesting, develop periods of limited or no dog access;
- The IS/MND should include how the Lead Agency will follow California Code of Regulations§ 251.1.
- The IS/MND should provide additional information about the potential scope of impacts to specific shorebird species located within the Project area, including the species listed above, the timing of those species presence and if nesting occurs in the Project area.

Response to Comment L9-2: The shorebird species mentioned above, with limited exceptions, would be almost exclusively found in Ross' Cove or in perennial wetlands areas at the southern end of the park. Neither of these areas are proposed for off-leash dog use, and thus impacts are considered to be less than significant. As for other ground nesting birds, normal trail usage along the trails proposed for off-leash use is already relatively heavy. The presence of humans and on-leash dogs under existing park usages would likely dissuade ground nesting birds from establishing active nests in the immediate vicinity of official trails or cause ground nesting birds to habituate to existing recreation patterns. By complying with the regulations and maintaining voice control of dogs, it is believed that impacts to nesting birds resulting from off-leash use will be less than significant.

Comment L9-3: Comment 3: Wooden Split-Rail Fencing

Issue: Limited information is provided in the IS/MND about proposed wooden split-rail fencing surrounding environmentally sensitive habitat areas. CDFW is concerned if proposed fencing is sufficient to protect environmentally sensitive areas and if the timing of fence installation can disrupt nesting bird species or interfere with movement of California red-legged frogs.

Recommendation: The Final IS/MND should explain in greater detail the purpose of the wooden split-rail fencing. Please consult with CDFW on specific plans for building the wooden split-rail fencing. At a minimum, plans should include additional details on the following:

- When and where the wooden split-rail fencing will be built;
- If the wooden split-rail fencing is built to protect species, what species are included.

Response to Comment L9-3: San Mateo County Parks has revised Figure 2 to this Final IS/MND clarifying the locations of fencing. Figure 5 and Figure 6 show the type of fencing that would be used. The intent of the fencing is to prevent dogs from entering ESHAs while not inhibiting wildlife mobility.

Comment L9-4: Comment 4: 3.5.1: Ordinance Governing Off-Leash Dogs in San Mateo County Parks

Issue: The Lead Agency mentions that the current County Ordinance Code (Chapter 3.68) does not authorize park rangers to remove persons from a park if the situation warrants it. The Lead Agency goes on to mention "Parks is seeking an amendment to Chapter 3.68 of the County Ordinance Code to allow a park ranger to remove any person from a County Park or Recreation Area for violating an ordinance."

Recommendation: CDFW supports amending Chapter 3.68 of the County Ordinance Code to allow law enforcement the proper action to protect wildlife, property, or person(s).

Response to Comment L9-4: CDFW's support for amending Chapter 3.68 of the County Ordinance Code is noted.

COMMENT LETTER L10 – Janet Dudley, Peninsula Dog PAC

Comment L10-1: I am writing to you with my public comment to the proposed off-leash pilot programs at Quarry Park and Pillar Point Bluffs. Both of these parks allowed dogs without restrictions before the lands were folded into the San Mateo County Parks system. Allowing dogs to exercise off-leash, to run fast or to smell the bushes at a leisurely pace is necessary for a healthy happy dog. Seeing my dog running and smiling with joy off-leash happens to be great for my soul too. In my opinion there was never a problem with dogs in these areas. I support returning off-leash dogs legally to both parks as soon as possible.

Response to Comment L10-1: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L10-2: I think the Initial Study/Mitigated Negative Declaration document contains some good information. It acknowledges the prior use by dogs and their owners of these two parks and it essentially says that dogs have no more negative impacts on the parks than humans do (Summary, Pg. 16). But it also sets forth several tests ("Indicators") for determining whether the off-leash pilot programs will be a success. Some of those tests are flawed. I am not including my thoughts on all of them, but here are a couple of the problems I see:

Indicator #1. The poop test is flawed. It appears that the off-leash pilots may fail if more than 20 poops are found in a 30 day period (hopefully that is at each park separately and not 10 poops per park). How can the Parks Dept. tell whether those poops come from on-leash dogs (currently allowed) or off-leash dogs? Why should a few bad actors who fail to clean up after their pets cause the majority of the good and responsible dog owners to lose their off-leash privileges? Most of us who walk our dogs daily in parks around the County pick up not only our own dog's waste but that of other dogs we find along the way. Both of the proposed pilot parks are on the Coast. As everyone knows, the population on the Coast balloons every weekend, particularly during the summer. Visitors (as opposed to locals) may not be as invested in keeping the parks clean. Just look at any beach on a Sunday evening for evidence of trash and abuse. It would be unfair to count dog poops on a Sunday evening or Monday morning. The regular users and locals will not have had the chance to walk and clean up as is normal practice and it would unfairly sway the "poop survey". Coyotes and foxes poop too by the way and coyotes are common in Quarry Park and less so but still occur on the Pillar Point Bluffs. I would challenge the average person to distinguish between coyote and fox poop "naturally occurring" and dog poop.

Response to Comment L10-2: As noted in Master Response #1, the Project would monitor the overall quantity of dog waste that has not been picked up and its possible impacts on water quality. If not picked up and properly disposed of, dog waste can have an adverse impact on water quality. For this reason, the Adaptive Management Plan includes water quality monitoring.

Comment L10-3: Indicator #7. What is an "unwelcome behavior" toward other dogs or people? Dogs need to be dogs, meaning they run, they play, they bark and they basically let off steam and get great exercise off the leash. Is it the County's intention that any dog off leash at Quarry or Pillar Point Bluffs walk sedately by its owner's side without any play time or fun? What is the point of that? More importantly, that is an unworkable and unrealistic expectation. How are we to socialize our puppies and Covid adoption dogs if they are not allowed to meet and greet new people and passing dogs and taught what good behavior is? A puppy may jump up at first and in my experience 99% of people don't mind and forgive provided the owners are making an effort to train their dogs. How will that be judged under this program? There are perfectly good laws on the books allowing for people with misbehaving dogs to be cited, fined, etc. Let the bad actors suffer the consequences but don't shut down the off-leash dog access for the majority of us under the guise of this pilot program's super strict (and subjective) criteria for success or failure.

A good dog is a tired dog. That is my mantra. A tired dog gets that way by running and playing freely. The more physical and mental activity a dog gets, the better his health and behavior without question. There are not enough places in San Mateo County for active dogs and their people. To quote from The California Dog Lover's Companion 3rd Ed. (1998):

"...three words stopped us in our tracks. They were big, bold, and mean: NO DOGS ALLOWED...Thus was our unsavory introduction to San Mateo County... "The worst offender is the county Department of Parks and Recreation. There are 15,000 acres of county parklands here, but none of the county's 70,000 licensed dogs may set paw in them." (page 403)

Response to Comment L10-3: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L10-4: I would hazard a guess that there are more parklands now and there are most definitely more dogs! Costa County Parks takes an entirely different view of dogs than San Mateo County, allowing dogs in all parks except a few where environmental or other concerns dictate otherwise. To quote from

the book again, "From the renowned off-leash dog haven of Point Isabel Regional Shoreline to the leash-free inland nirvanas such as the Morgan Territory, this county enables every dog to have her day, day after day." That is a much more successful approach for both humans and canines. Likewise, I find Monterey County, Sonoma County and San Francisco County much friendlier to dogs than San Mateo County. In my opinion, the San Mateo County Parks Department is attempting to over-regulate dog access and the result may be a failure and permanent elimination of off-leash dog walking, an activity that has taken place at these sites forever with very little problem.

I hope that the County and the Parks Department will ultimately take away the following from this report: "Overall, results of the review indicate that human recreation and dog recreation both impact wildlife, and that while dog recreation has an impact, it is inconclusive that it will have a greater impact at Pillar Point Bluff and Quarry Park than human recreation and that it is not necessarily adverse or permanent." I hope the process of restoring legal off-leash dog access may continue in San Mateo County with all due haste!

Response to Comment L10-4: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L11 – Sunita Patel

Comment L11-1: Hello, my name is sunita patel. I live in San Mateo County. I support the off leash pilot program and would like to see more off leash parks allowed permanently.

Response to Comment L11-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L12 – Christopher Cilia

Comment L12-1: My name is Christopher Cilia and I have lived in Montara and run with my dogs on the Moss Beach bluffs for 25 years. I am a huge proponent of an off leash program on the Moss Beach Bluffs. It is a great location for both people and dogs to exercise and it is very much needed Coastsides. In my 25 years of running with my dogs on the bluffs I haven't once seen a dog fight or a dog that is aggressive to humans but I have seen people that are irrationally aggressive towards dogs and their owners. In December 2018 I was finishing an off leash run with my dog on the bluffs when a man and woman walked into my dog's path and kicked her. When I stopped to ask them why they had kicked my dog the man punched me after his wife pepper sprayed me in the eyes. I subdued the couple and when the San Mateo County Sheriffs arrived at the bluffs they determined that this couple had abused my dog and assaulted me. I didn't press charges but this experience helps to prove my point that the problem isn't off leash dogs but instead intolerant and irrational people.

Please provide off leash sites such as the Moss Beach bluffs where dogs and people can have recreation and socialization opportunities. Thank you for considering my request and the requests of others who own and love their dogs.

Response to Comment L12-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L13 – Pamela Eakins

Comment L13-1: I attended the meeting this evening regarding dogs off leash at Pillar Point Bluff and Quarry Park. Unfortunately, I had to sign off at 5:30, even though I had had my hand raised to speak. I was in favor of dogs off leash, but now I am more in favor. Your presentation was nothing less than brilliant. It was so well conceived and researched, with such perfect objectives and measurement systems,

I was astonished. I never expected anything that professional. You rose to the occasion in such a professional way. Thank you for that. It gives me so much faith in San Mateo County!

I already wrote a letter in support of dogs off leash at Pillar Point. I have lived in the neighborhood for 37 years and there has never been a problem. Except the baby seal. Which could be understood with education.

However, in your presentation, you awakened me to the problem regarding dog waste. Even I did not understand that. Though in general I do not like signage, because it negatively impacts the experience of the natural environment, in this case I am for signage explaining about the problem of dog waste in our phenomenal ecosystem.

Regarding the dogs, I am also in favor of signage that explains why dogs should not be jumping on people and why they should not be in the children's area at Quarry Park. Period. I have to say I am almost a bigger fan of babies than I am of dogs, and I know dogs can be a problem for little children.

Finally, I will personally volunteer to be on Dog Poop Patrol one or two evenings a week for the trails at Pillar Point. Perhaps I could coordinate with the local dog people. Just a note: I have seen a lot of coyote poop out there, and that is not dog poop. I will pick that up too.

Response to Comment L13-1: Thank you for your comment, your response to the Project has been considered.

COMMENT LETTER L14 – Valerie Stein

Comment L14-1: I am a Redwood City resident and my 2 dogs and I frequent Stulsaft Park. It is a glorious space to enjoy myself and let my dogs explore nature. It's a great workout for all three of us.

I've heard there is a possibility that more nature spaces will be open to off-leash walking. Is that true?! I am definitely in favor of it and would sign a petition or whatever is needed to make it happen.

Thanks for your time and consideration. Take care.

Response to Comment L14-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L15 – Marilyn Goldberg

Comment L15-1: It is getting harder and harder around here to let one's dog run. Yes, a small dog can be leash- walked, but a larger and younger dog needs to run and feel the wind in their ears and tail.

I do go to Stulsaft Park during the week and am so grateful for the off-leash privileges. I have participated in a few of our community projects (food drive last December) organized by Janet Dudley to promote the Stulsaft Park goers' commitment to the community. We all take great pride in keeping the Park clean and safe. I know we would do this in other areas where we had similar privileges. It would be so wonderful to have other venues besides Stulsaft. This email is to ask for your support in opening up other off-leash dog venues in San Mateo County.

Response to Comment L15-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L16 – Lee-Shawn Stein

Comment L19-1: I fully support allowing off-leash dogs in the coastsides areas Quarry Park and Pillar Point bluffs.

Response to Comment L16-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L17 – Sabrina Brennen

Comment L17-1: Please let us know why the San Mateo County Parks Commission would consider a recommendation to the board of supervisors to certify an off-leash dog pilot program at Fitzgerald Marine Reserve while the Neg Dec is still out for public comment?

Response to Comment L17-1: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove.

Comment L17-2: Please apply for a CDP so the CCC has an opportunity to evaluate the "change density and intensity of use" in this sensitive area. Have you sent the Parks proposal to CDFW and USFWS for their comments on how off-leash dogs could impact wildlife?

Response to Comment L17-2: A Coastal Development Permit (CDP) will be applied for as noted on page 3 of the Errata section.

Comment L17-3: Off-leash dogs on the Pillar Point Bluff segment of the California Coastal Trail attack and bite people. For this reason Aimee and I are concerned about recreational displacement caused by elevated risks to public safety.

Response to Comment L17-3: Please refer to Master Response#3 for a discussion on recreation displacement and Master Response #4 for a discussion regarding safety and protection protocols.

Comment L17-4: I was attacked by a dog while riding my bike on the Pillar Point Bluff segment of the California Coastal Trail. A pack of off-leash dogs were hunting rabbits and a pit bull chased me and bit my leg drawing blood with multiple puncture wounds. It took me over 6 months to recover and I'm still scared when dogs are off-leash and hunting on the bluff trail. I had to kick the dog to get away and didn't stop peddling my bike until I was far away from the dog. At the time, I was bike riding with a neighbor and he watched the whole thing happen.

The dogs were up the bluff away from their owner and completely out of her sight. Eventually the owner got control over three of her five dogs but she never apologized, not even after look at the deep puncture wounds on my thigh. She lives on the east side on Highway 1 in Moss Beach, I reported the incident to the County and nothing was done. Had this happened to a child they might have needed surgery or worse.

Latinx families with young children, who live at Pillar Ridge, often use the Pillar Point Bluff Coastal Trail segment for recreation and exercise. Why should families with children be subjected to off-leash dog attacks? Some of them don't have health insurance. Will the County pay their medical expenses including surgery and years of therapy to recover from the emotional distress caused by a dog attack? And what if someone is killed by an off-leash dog? Will their loved ones be compensated by the County?

Response to Comment L17-4: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L17-5: Let's not forget the man jogging with his off-leash dog who physically attacked a couple on the Pillar Point Bluff segment of the California Coastal Trail because the woman was afraid of his dog. He beat her and her husband on the trail and pushed the woman facedown into the coyote brush. Her husband was bleeding and injured from the attack. It was a horrible incident. The couple reported the violent incident to the Sheriff and I told officers what I witnessed along with another neighbor. The experience brought back traumatic memories the dog attack I experienced on the same trail. I have video of the man who assaulted the couple. Very sad.

Response to Comment L17-5: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L17-6: Also, I don't think we should allow dogs to disrupt and hunt wildlife on the bluff.

Response to Comment L17-6: Harassment of wildlife is strictly prohibited by County ordinance, and in some cases, State and federal law. The Project would implement an Adaptive Management Plan that would include installing signage and fencing to prevent dogs from entering ESHAs and disrupting special-status wildlife species. Please refer to Section 5.4 of the IS/MND (starting from page 26) for a detailed discussion regarding impacts to wildlife.

Comment L17-7: Please act responsibly and protect people and wildlife from off-leash dogs on the Coastal Trail.

Response to Comment L17-7: Please refer to Response to Comment L17-6 above regarding implementation of Adaptive Management Plan to protect wildlife. Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

COMMENT LETTER L18 – Harold

Comment L18-1: I'm surprised to learn about the mitigated negative declaration for the Pillar Point Bluffs (PPB). Attached a couple of pics that show the lack of on-leash enforcement in that area. The pictures are from Mavericks Beach, Inner Harbor trail leading to Mavericks, the Inner Harbor beach section next to the marsh and the bluff area. The picture from the coyote is taken on the PPBs and there was a second one nearby which I did not catch on camera.

Response to Comment L18-1: The proposed Pilot Program would not include Mavericks Beach, the Inner Harbor trail, or the Inner Harbor Beach. The background of the Project and the purpose of the IS/MND are discussed in Section 3.1, Background, and Section 3.2, Purpose, of the IS/MND (pages 5 and 6). The Project would include an Adaptive Management Plan that includes indicators and standards to evaluate the Pilot Program's impacts on the environment. Please refer to Section 3.5, Project Actions, of the IS/MND (pages 7 to 12) for a detailed discussion of the actions included in the Project.

Comment L18-2: I run and bike the Pillar Point Bluff on a regular basis and if the mitigated negative declaration / pilot program passes this area will not be usable for regular recreation. Many walkers (incl seniors and families with children), bikers and runners will avoid the area because of the increase in off-leash dogs.

Response to Comment L-18-2: Please refer to Master Response #3 for a discussion regarding recreational displacement caused by the Project.

Comment L18-3: I have been jumped on and chased by off leash dogs on the PPB. Recently I was chased by a large off-leash German Sheppard that suddenly showed up on one of the PPB trails. I pulled the brakes on my bike but could not get out of my pedals and ended up on the ground. Luckily, he did not bite me but I was all scratched up which resulted in a heated conversation with the dog owner.

Response to Comment L18-3: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L18-4: It is interesting to note that the declaration does not even mark "Recreation" as an impacted category (see page 18).

Response to Comment L18-4: Impacts to Recreation are discussed in Section 5.16, Recreation, of the IS/MND (page 51). Section 5.16, Recreation, provides discussions regarding Project impacts on existing recreational facilities. Please also refer to Master Response #3 regarding recreational displacement.

Comment L18-5: What is your incremental staffing plan and budget to enforce the remaining on-leash areas and to protect animals on the bluff and the marine life on the beaches, marsh and inner harbor?

Response to Comment L18-5: The Project would install signage to inform users with dogs regarding the presence of wildlife and would install fencing to prevent dogs from entering ESHAs.

Comment L18-6: How will the hand off between the different jurisdictions work?

Response to Comment L18-6: Law enforcement efforts in regard to off-leash dogs will be coordinated between Parks staff and the Sheriff's Office and Animal Control.

Comment L18-7: How many off leash violations / tickets have been issued during the last 12 months in that area?

Response to Comment L18-7: The San Mateo County Parks Department prioritizes education over citations. It has been observed that by educating dog owners on what the rules are and the impacts that can occur from not following the rules, an elevated rate of voluntary compliance has occurred.

Comment L18-8: How do you plan to protect walkers, bikers and runners while you increase the off-leash dog population in an environmentally sensitive habitat and recreational area?

Response to Comment L18-8: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L18-9: What is the impact of an increase in dogs / dog waste on the marine reserve? While some dog owners clean up many don't...

Response to Comment L18-9: Impacts related to an increase in dog waste due to Project implementation are discussed in Section 5.1, Aesthetics; Section 5.3, Air Quality; Section 5.10, Hydrology and Water Quality; and Section 5.19, Utilities and Service Systems, of the IS/MND. Increased dog waste in public parks can degrade the visual character of the immediate surrounding area, expose park visitors to objectionable odor, degrade water quality, and generate an increase in solid waste. The Adaptive Management Plan would include measures that monitor how much dog waste is being left on-site and the presence of fecal coliform bacteria in nearby

water bodies. If dog waste is not removed in sufficient amounts or fecal coliform levels get too high, there would be progressive enforcement and the possible reduction or loss of off-leash privileges. In addition, the County ordinance (Chapter 3.68.180) requires that all dog waste be collected and properly disposed of. Clearly displayed signage would be installed at trailheads to educate park goers of applicable regulations and to encourage compliance regarding proper disposal of dog waste.

COMMENT LETTER L19 – Amy Shaw

Comment L19-1: Please accept my public comment expressing support for off-leash dog walking at Pillar Point Bluff and Quarry Park. San Mateo County offers very few opportunities for off-leash dog walking especially compared to nearby counties. It is vital that the proposal is approved tomorrow.

As you probably know, Quarry and Pillar used to be off-leash for dog owners. This proposal is needed just to get us back to what we had previously. And now there are more dog owners from the pandemic. Many dogs need real opportunities to get out and run and not in a dog park which is a confined space.

There is very little evidence to support ideas that dogs will be harmful to the ecosystem or others. Dogs have been off-leash at these parks previously and the East Bay offers many examples of successful off-leash areas.

I hope this is the first step of many for San Mateo County to offer more off-leash places for dogs to exercise on trails.

Response to Comment L19-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L20 – Peter Griffin

Comment L20-1: The current pilot review standards for Pillar Point and Quarry Park are a perversion of the original intent of the Supervisors, who elected to grant reasonable access for off-leash dogs in two of the County Parks, where the Parks have historically banned dogs either on-leash or off-leash from all County Parks, while providing exclusive access to groups like Equestrians to Huddart, Wunderlich and Edgewood along with no dogs at San Bruno Mountain, excluding multi-use access to the largest acreage of County Parks that a sizeable majority of constituents would access if provided the opportunity, at a time when more than 40% of homes have a dog that constituents would like to exercise either on-leash or off-leash in a local park.

Response to Comment L20-1: The historic background provided by the commenter is noted.

Comment L20-2: The current pilot review standards, drafted by a consultant employed by the Parks Director ignore decades of prior use of these parks by dog owners without significant problems and impose unfair procedures for the success of the program, such as employing private monitors (likely biased) to document any problems with dogs, including counting dog poops which would be picked up by the regular users of the Park under the BYOB protocols, which is Bring Your Own Bags and pick up any poops whether is from your dog or any other dog, thus keeping the park clean after a busy weekend where many people not familiar with the park rules may make mistakes, along with the review standards being completely unclear about whether more Park visitors is a good or bad because of dog owners and their families being allowed to use the Parks.

Please grant fair access to SMC Parks to families with dogs and provide a path for multi-use access to County Parks.

Response to Comment L20-2: The IS/MND considered the use of exiting trails by dog owners and developed an off-leash dog recreation Pilot Program that makes use of the existing trail network. The Adaptive Management Plan would involve Parks staff or trained volunteers collecting data for the indicators listed on Table 1 of the IS/MND (Pages 11 and 12). Volunteers would be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department. Your response to the Project has been considered.

COMMENT LETTER L21 – Matt Greenberg

Comment L21-1: I strongly support the creation of the pilot program allowing off-leash dog access on trails at Pillar Point Bluff and Quarry Park. Yes, these two parks have allowed dogs de facto for decades and Quarry Park even legally allowed off-leash dog access when it was created while I was the legislative aid for Supervisor Ted Lempert representing District 3 in the mid 1990's. Yes, all our neighboring counties and non-profits managing open space areas (e.g., Mid-Peninsula Open Space District, Marin County Open Space District, East Bay Regional Park Districts) already have numerous off-leash dog access on trails as well as 50-1000 miles more on leash dog trails than SMC. But this is an important start in the right direction. With somewhere between 40-50% of SMC households having canine family members, SMC should and needs to have more County parks and open spaces where a whole family, including their dog, can hike and walk.

I appreciate the time you spent talking with me about the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the off-leash pilots and addressing some of our concerns with the monitoring program proposed. I will simply highlight two points.

Response to Comment L21-1: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L21-2: Some changes must be made to the proposed monitoring program. Volunteer monitors should not be used. I know you mentioned that this was not planned at the moment, but the Draft Study indicates repeatedly that "trained volunteers" will collect data and document violations of the 8 indicators used to evaluate whether the pilot program is a success. The park rangers are at the parks daily, know the regular users, and are by far the best people to note the park users not following the terms of the park. The park rangers are best suited to ticket repeated violators and get rid of the few bad apples that are part of every group. Many of the 8 indicators list a particular number of occurrences of a behavior that would be grounds for terminating the pilot program. These numbers are somewhat arbitrary, not based on any prior baseline (which would be difficult since dogs have been walking in these parks for generations), and in some cases not really indicating a problem. For example, 20 occurrences of dog waste/month on the trail. Most unpicked up dog waste will not be regulars, but occasional users, weekend visitors and out of county visitors. So, Sunday night or Monday morning there may be more than a couple of poops on the trail (hopefully not). But Peninsula Dog PAC members are taught to pick up all poop they see, and not just the poop that comes from their dogs. In addition, we have set up volunteers in some places in the County to walk through trails with off-leash dog access on Sunday late or Monday morning to pick up all the dog waste they see. If the dog waste is picket up after a day or two, as long as it hasn't rained significantly (unfortunately, not likely), there will be no environmental impact resulting from the waste on the ground for a couple of days.

Response to Comment L21-2: Volunteers would be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department.

Comment L21-3: The particular plan and rules/legislation proposed by the Dog Work Group should be adopted (not the changes made by the Park Department). The Dog Work Group, comprised of members representing the many different parks users (e.g., environmentalists, horse owners, bike owners, dog owners, local community people) and a number of park rangers, spent years of discussion and debate over all potential issues/concerns. The Dog Work Group selected the two parks for the off leash pilot program and set the rules and regulations that should be followed. As the SMC Parks & Recreation Board suggested in their pre-covid public meeting, the Dog Work Group proposal should be the one followed. I know both the Park Department proposal and the Dog Work Group proposal will be submitted to the BOS for consideration, I vociferously advocate that the Dog Work Group proposal be the one adopted. They spent the time and represent the community, park users and park rangers working together. The Park Department proposal was created in private by one department.

Response to Comment L21-3: The goal of the Dog Work Group was to provide recommendations to the Parks Department regarding off-leash dog recreation pilot locations and management policies. The Dog Work Group recommended off-leash areas be on park trails as opposed to an enclosed off-leash dog park. The Parks Department used the Dog Work Group's recommendations as a guide and developed this Pilot Program.

COMMENT LETTER L-22 – America Bliss

Comment L22-1: My name is America Bliss and I have lived with my dog (aka my daughter) in El Granada/Half Moon Bay for the past 4 years.

I'm not sure if you're a dog owner, but if you are then you know that a happy dog is an exhausted dog. I walk my dog off-leash daily at Flat Top in GGNRA or Quarry Park or The Bluffs. It's incredible to have off-leash spaces available in town. If those spaces weren't available it would mean an evening trip to Redwood City for some off-leash spaces out that way, and I would much rather not spend my time going over the hill and back. I also try to minimize my driving because I don't drive an EV yet and I hate to pollute the environment.

While I can walk my dog on a leash, it's never enough to tire her out. But in the evenings in Quarry Park and The Bluffs it's almost all (at least 75%) off-leash dogs, so my girl can. run and play and get tired out so that she's well-behaved.

I implore you to keep the off-leash spaces off-leash. I know that typically the dog haters complain and the dog owners are more chill about it, so you might tend to hear from one side of the fight. But without off-leash dogs and their owners, evenings at The Bluffs would be EMPTY. And it's so stunning out there that it would be a shame for the land to go un-used.

I don't know the stats for El Granada in terms of dog ownership, but I do know all of my neighbors up and down Madrona, and out of about 15 houses only A SINGLE HOUSEHOLD does not own a dog. We need these spaces!

In addition, having actual off-leash spaces means we don't need to use the spaces where people don't want us (like Poplar and Montara beaches, lots of trails, etc.). Everyone wins.

Response to Comment L22-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L23 – Linda Goldman and David Leeb

Comment L23-1: We are a family of four humans and two dogs in Redwood Shores. As homeowners in San Mateo County, we STRONGLY SUPPORT the county's proposal to allow off-leash dog access at Pillar Point Bluff and Quarry Park. Compared with the East Bay and San Francisco, San Mateo County has surprisingly little open space for dogs to run off leash in natural conditions even though it has lots of open space for humans to enjoy. Providing more off-leash hiking trails will result in better quality of life for both dogs and their owners, and it might also reap a noticeable benefit for restaurant and shop owners in HMB. The off-leash trails will bring more people out to the coast with our dogs to hike and stay for lunch or dinner.

We live near a dusty rectangular fenced-in dog park here in Redwood Shores, but we don't enjoy it nearly as much as natural trails. So we drive our two dogs frequently to the only two off-leash trails in our area, which are at Stulsaft Park and Edgewood Parks in Redwood City. It's a 20 minute drive but we go because we can hike and watch our dogs run and explore. We have even taken them hiking on off-leash trails in the East Bay and all the way down in Carmel. If off-leash dog trails become available at Pillar Point Bluff and Quarry Park, our family will definitely drive out to HMB occasionally on the weekends to hike those trails. And then we'll spend money at restaurants and shops in HMB before we drive back home.

Response to Comment L23-1: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L23-2: In addition to voicing our support for the pilot programs, we also would like to make the following requests:

1. Please use Park Rangers rather than “volunteer monitors” to monitor compliance with proposed rules. Volunteer monitors are unlikely to be objective. Park Rangers regularly monitor these parks and are trained, knowledgeable and accountable.

Response to Comment L23-2: Volunteer monitors will be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department.

Comment L23-3: 2. Many of the proposed criteria for terminating the program are arbitrary and have been created without collecting baseline data. For example, there have been no prior water quality samples taken at the proposed sampling locations near each park.

Response to Comment L23-3: Please refer to Master Response #1 pertaining to the Adaptive Management Plan. Also, according to a report prepared by UC Davis for the San Mateo Conservation District, water quality samples were taken at 10 locations in the project vicinity, and two of those locations directly relevant to the Pilot Program are the Marsh Beach and Mavericks Beach locations.

Comment L23-4: 3. Park Rangers should ticket repeat violators, and even ban them from the park, rather than eliminate off-leash access due to exceeding a certain number of violations in a month.

Response to Comment L23-4: The Project is seeking an amendment to the County Ordinance Code to allow park rangers to remove any person from a County Park or Recreation Area if they are presenting a risk or threat to other park visitors, wildlife, or natural resources.

COMMENT LETTER L24 – Heather Sandel

Comment L24-1: I'm very excited for the off-leash trails at the Pillar Point Bluffs and Quarry Park. My family has been walking our dogs off leash at both of these sites since we moved to El Granada in 2000. It's one of the reasons I love living here. Our dogs get us outside everyday, twice a day, rain or shine. Exercise and fresh air are so good for all of us. I love watching my dog off leash run, sniff, and wag her tail. Watching her have fun makes hiking so much fun for me. Without my dog, I would rarely take advantage of these trails. Both of these places have been welcoming to dogs off leash in the past and I'm so happy that you're working on continuing that for the future.

Response to Comment L24-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L25 – Unknown

Comment L25-1: Just a quick letter to say I'm fully in support of an off leash dog park for San Mateo County.

Response to Comment L25-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L26 – Nicole Skerry

Comment L26-1: My name is Nicole Skerry. I have lived on the coast in El Granada for 23 years and have walked many of our dogs off leash on Pillar Point Bluff and in the El Granada quarry.

I am one of those coastsides residents who have taken ownership of these beautiful spaces that we are so very lucky to have in our "backyard" by picking up and cleaning up the trails and beaches for many irresponsible dog owners (on leash as well as off leash) and other thoughtless people whenever and wherever we happen to walk our dogs on our morning and evening walks.

I am extremely concerned with your 8 indicators as the program evaluation criteria...they seem very subjective and can be easily manipulated and interpreted to fit the goals of the evaluators.

1. Presence of dog waste....

In this off leash pilot, how are you objectively going to measure if the poop or poop bags left behind are done by on leash dog owners or off leash dog owners?

Response to Comment L26-1: As noted in Master Response #1, the Project would monitor the overall quantity of dog waste that has not been picked up and its possible impacts on water quality. If not picked up and properly disposed of, dog waste can have an adverse impact on water quality. For this reason, the Adaptive Management Plan includes water quality monitoring.

Comment L26-2: 8. Changes in park visitation in response to visitors with off-leash dogs...

Again both of these off leash pilot sites (El Granada quarry and Pillar Point Bluff) have been used by the coastsides residents and others from over hills as off leash spaces for decades, so I don't know how the park staff will start measuring "the changes" to the visits of these spaces among all of the different users.

Response to Comment L26-2: Please refer to Master Response #3 for a discussion related to recreational displacement caused by the Project.

Comment L26-3: What baseline are you starting with? What data have you gathered and from what year to the different users and how frequent to start this baseline?

Response to Comment L26-3: Please refer to page 9 of the IS/MND, and to Master Response #1 for a discussion on the Adaptive Management Plan.

Comment L26-4: Then how are you going to collect data showing when encountering off leash dogs, have these different users continued or stopped visiting these spaces?

Response to Comment L26-4: The Parks Department will be conducting random observational surveying at both park locations twice a week – once during the week and once on the weekend. This method will allow the Parks Department to gather a representative sample of behavior, user demographics, and how much dog waste is not picked up. By collecting data at this frequency, the Parks Department will be able to compare month-over-month data to see if there is a change in users.

Comment L26-5: I believe that with these indicators (along with the off leash dog ordinance of San Mateo County Parks) as the program evaluation criteria, San Mateo County Parks has already established that it wishes for this off leash pilot to fail.

Response to Comment L26-5: Parks acknowledges that the commenter is expressing an opinion that the Pilot Program will fail.

Comment L26-6: Please look to our neighboring San Francisco County for guidance to dog friendly policies and ordinances. Officially just in San Francisco alone has 28 off leash parks. The San Francisco Recreation and Park Commission has designated specific park areas throughout the city as off leash areas so that local residents in their respective communities can enjoy regular outings with their dogs...giving the residents and their four legged loved ones the chance to socialize, exercise mentally and physically (for the dogs...running and playing with other dogs, chasing and catching balls, etc.), and engage with the outdoors in a natural easy going manner... without so many ridiculous rules and regulations!

This is what we are asking for here on the coastside, nothing outrageous! Please be reasonable and open minded to this beautiful possibility of San Mateo County having legal off leash spaces for its residents to enjoy with their four legged loved ones.

Response to Comment L26-6: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L-27 – Lisa Diaz Nash

Comment L-27-1: I wish to offer my strong support for the off-leash access pilot program approved by the San Mateo County Parks & Recreation Commission for San Mateo County Parks at Pillar Point Bluff and Quarry Park.

It is so important for our dogs to have the space to freely run around and exercise. This program will provide the data necessary to finalize a sustainable program that is beneficial to dog owners and to the County. I believe it is a strong requirement to implement this pilot program with a view to transitioning it to a permanent program as quickly as possible.

Response to Comment L27-1: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L27-2: In support of that, I also request that:

1. The County uses Park Rangers, not “volunteer monitors” as currently proposed in the pilot, to monitor compliance with proposed rules. Volunteer monitors are unlikely to be objective. Park Rangers regularly monitor these parks and are experts who are trained, knowledgeable and accountable;

Response to Comment L27-2: Volunteers monitors will be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department.

Comment L27-3: 2. Any criteria used to support the termination of this program be based on baseline data collected from the program vs. arbitrary guidelines created in a vacuum. Many criteria used for pilot program termination appear not to be derived from baseline data. This is not beneficial to anyone.

Response to Comment L27-3: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan.

Comment L27-4: 3. Park Rangers be empowered to ticket repeat violators, or even ban them from the park, rather than eliminate off-leash access because of exceeding a given number of violations in a month.

Response to Comment L27-4: Refer to Response to Comment L23-4.

COMMENT LETTER L28 – Chris Deimler

Comment L28-1: Please note my objection to the off leash dog program that is being proposed.

I feel that this is a bad idea for numerous reasons. Despite it not currently being legal, I have personally witnessed far too many out of control, off leash dogs on many occasions. I believe off leash dogs present a danger to humans, other dogs, wildlife, and themselves.

Response to Comment L28-1: The Project would implement an Adaptive Management Plan which would include installing signage and fencing to prevent dogs from entering ESHAs and disrupting special-status wildlife species. Please refer to Section 5.4 of the IS/MND (starting from page 26) for a detailed discussion regarding impacts to wildlife.

Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L28-2: The proposed program will affect recreational use of these areas. Many people are afraid of dogs. Many people have been charged or chased by off leash dogs. Or worse, attacked or bitten. The worst offenders are those who think they have control of their dogs and do not.

Response to Comment L28-2: Please refer to Master Response #3 for a discussion regarding recreational displacement caused by the Project.

Comment L28-3: The same applies to the many species of wildlife in these areas, which will now be threatened by domestic dogs when it should not be.

Response to Comment L28-3: The Project would implement an Adaptive Management Plan which would include installing signage and fencing to prevent dogs from entering ESHAs and disrupting special-status wildlife species. Please refer to Section 5.4 of the IS/MND (starting from page 26) for a detailed discussion regarding impacts to wildlife.

Comment L28-4: On a personal level, I've been involved (via the Marine Mammal Center) in several instances of off leash dogs attacking or interacting with seals or sea lions. This is not only illegal on several fronts, it is dangerous to both the dog and the seal pup.

In my opinion, this proposal is moving in exactly the wrong direction. If anything, more consistent and harsher enforcement of dog leash laws are what should be considered.

Response to Comment L28-4: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove. Further, additional signage will be added to inform park visitors that dogs are not allowed on the beach.

COMMENT LETTER L29 – Kuan Liv

Comment L29-1: I am just writing to express my support to the offleash program. Thank you!

Response to Comment L29-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L30 – Mike Holubar

Comment L30-1: 1.) SMC should use Park Rangers, not “volunteer monitors” as mentioned, to monitor compliance with proposed rules. Volunteer monitors aren't trained and it is likely there will be unpleasant altercations with owners of misbehaving dogs. Park Rangers are trained and have legal authority. Moreover, they have experience in these parks and are experts who are knowledgeable and accountable. (I live close to the Stulsaft Off Leash park and use it daily. The presence of Rangers gets EVERYBODY'S attention.

Response to Comment L30-1: Volunteers monitors will be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department.

Comment L30-2: 2.). Have there been baselines established against which to measure fecal coliform levels? The document indicates the pilot will fail if a threshold in water samples exceeding 320cfu / 100mL is passed. What is it now? Shouldn't this be established?

Response to Comment L30-2: The fecal coliform level was established by the San Francisco Bay Area Regional Water Quality Control Board. Also, please refer to Master Response #1.

Comment L30-3: 3.) Instead of closing off-leash access if a certain number of violations occur, why can't the Rangers cite, & ban those offending individuals from access? Rangers have the authority and if there is a repeat offender – fine them a significant fine, e.g., \$1000+

Response to Comment L30-3: Please refer to Response to Comment L23-4.

Comment L30-4: 4.) I would hope there is a clear physical barrier between the off-leash area of Pillar Point Bluff and the Fitzgerald Marin Preserve.

Response to Comment L30-4: Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program.

Further, the Parks Department's recommendation for off-leash trails excludes Ross' Cove Trail to minimize the risk of an off-leash dog accessing Ross' Cove.

Comment L30-5: This said, I would like to be counted as VERY MUCH IN FAVOR OF THESE NEW OFF-LEASH PARKS and look forward to taking my dogs "over the hill" to try them out.

Response to Comment L30-5: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L31 – Jim Sullivan

Comment L31-1: Wanted to submit a comment regarding the soon to (hopefully) approved pilot program. Regarding when staff is in the field documenting dog and dog owner behavior.

Please consider not just recording observed poor behavior. Example: If staff is at PP Bluffs on a Saturday for 4 hrs. Over the course of this time period a total of 60 people with both on and off leash pups are encountered. Out of these 60 visitors, 59 are deemed to be following the rules. By expanding the count to include all visitors in a certain time frame with dogs would be extremely valuable when assessing compliance percentages.

Response to Comment L31-1: Please refer to Master Response #1.

COMMENT LETTER L32 – Charlie Sandel

Comment L32-1: I'm writing in support of continuing to allow off leash dog walking in Quarry Park and Pillar Point Bluffs. My family lives in El Granada. We've enjoyed walking our dogs in these areas since 2001.

Response to Comment L32-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L33 – Sean Handel

Comment L33-1: I'd like to submit my formal comments on the off-leash dog walking proposal at Moss Beach bluffs and Quarry Park.

I frequently utilize both of those locations for hiking, bike riding and running and strongly oppose off-leash dog walking. I have found that in my experience the majority of off-leash dog walkers do not have adequate control of their dogs and thus pose a danger to other people on the trails. As a father who often took my young children for walks on Moss Beach bluffs, I had *many* encounters with dog walkers who allowed their dogs to run up to me and my very young kids, only saying that "my dog is friendly" and having the dog scare my children. I had to physically push many dogs away from my children to ensure that the dog did not bite them, putting myself at risk also. Many dog owners don't seem to understand that this is not desirable.

Response to Comment L33-1: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L33-2: Quarry Park is also a bad place to allow off leash dogs as there are many cyclists in the park, including me and my son (now 12 years old). Off leash dogs pose a hazard to cyclists in that dogs do not know how to move to the appropriate side of the trail on their own to allow for people passing by foot or on bike, and most owners do not have verbal control of their dogs. This poses a risk for everyone else on the trail.

Response to Comment L33-2: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

Comment L33-3: I would advocate that we continue to allow dogs in both locations but limit them to on-leash only activities.

Response to Comment L33-3: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L34 – Unknown

Comment L34-1: I just wanted to express my opinion as I am a dog owner who lives near and frequents this areas.

Dog leashes should remain mandatory as it is numerous dogs have been attacked by off leash dog now that a leash is required I can only assume no leash policy will create an even bigger problem.

Pls keep the leash policy in all public areas, if they want to be off leash they can drive to the dog park or some other off leash area that already exists

Response to Comment L34-1: Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

COMMENT LETTER L35 – Claudia Marshall

Comment L35-1: I believe that Quarry Park has too many bikers to allow off leash dogs. However the walk around Pillar Point towards Mavericks is ideal for an off leash program.

Most people take their dogs off leash there currently so it would not be a difficult transition to make it legal. I hope you take that into consideration and make it so.

Response to Comment L35-1: Mavericks Beach is not owned or managed by the San Mateo County Parks Department and is not proposed to be included in this pilot program. Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

COMMENT LETTER L36 – Confidential

Comment L36-1: I am writing to discuss this off leash dog issue. It is bad enough we have people that cannot follow rules but many Coastsiders have been attacked by dogs and seriously injured. With no compensation for any damage. It's hard to chase someone with a dog when you're on the floor after being knocked over.

My family has been jumped by dogs and "nipped" (bitten but owner won't admit) multiple times and we no longer go to the coastal trail. Actually even going out these days is quite a challenge between dogs, mask less people, and generally people who come to this town and don't pack their trash.

Recently, there have been several people knocked over and seriously injured to the point of disability. You can read the stories in next door and if that doesn't influence decision-makers, please feel free to give me a call XXX-XXX-XXXX.

This is been going on for years and makes us hate our community and people in them. A few years back, when we rode our bicycles at El Granada school, a family came in with their dog despite a no dog sign, and their dog ran and attacked my daughter pushing her off her bicycle. Then the family started a fight

with us because we were not friendly after the dog pushed our child down. We were trying to get her first aid, she was injured.

Police never respond. Hotlines never respond. Numbers to call people who have dogs off leash never respond.

People with dogs never follow the rules and I'm talking about everyone - not little people - not big people - all people. People all over this town. My own neighbor accused us of not allowing our daughter to be exposed to dogs causing her to have fear so when their dog is off leash it is our problem for not treating our children to deal with their dog. Our other neighbor has a little dog that bites the back of your ankle and leg all the time and they think it is so adorable as we are all trying to be nice and not kick the dog away but at the same time we get bit. These dogs are never on a leash. We try to be nice neighbors and just avoid them but when a dog is running at you while you are trying to be cleaning your weeds outside of your house and then you get bit over and over from the same neighbor's dog it gets old and ugly after a while. Especially when they are saying oh look how cute the dog is - just being friendly.

We tried riding bikes one day and a dog was storming at us and I screamed at my daughter to stop her bike or it was going to bite her foot and a neighbor came running and started screaming at us and I told her the dog is supposed to be on a leash. Then she made a comment about children being on leashes.

Most dog owners who want this off leash option have very bad attitudes and are unable and unwilling to help when their dog attacks another person and causes major physical damage and or disability. They do not pay their hospital bills, they do not reimburse their salary, and they do not drive them to their physical therapy appointments. Let's talk about lawyer fees and the \$5000 retainer to get this process started.

Many people who have the dogs who attack are quite well-known on the coast and continue having their dogs off leash so this is already going on and it's not ending.

I beg you please do not allow off leash dogs at Quarry Park. There are so few places we can go now due to the influx of outsiders and it has become so unsafe. We cannot even park our Prius anywhere now due to the catalytic converters being stolen.

We are so tired of not being able to go into our own local community due to this off leash dog issue.

If you called me privately I would be happy to go on my Facebook and show you all of the prominent people in this town including people heads of nonprofits and people heading up businesses who do not follow the rules. How do I know this? They post their dog photos off leash as if they just received a trophy of some sort.

One lady's dog, fell off the cliff and broke its leg. And that happened more than once. Dogs get injured due to people's negligence as well. I would love to share all of the prominent local figures that let their dogs run loose bragging online while we follow laws and do what is best for the community.

My Facebook and the search of dogs would bring you tons of people already keeping their dogs off leash and you can go right into next-door for the dog discussion by all the people who have been attacked by dogs. It is kind of dangerous to post anything negative about a dog because he will actually be verbally attacked by hundreds of neighbors.

I can never post anything about dogs, that day passed - all I was trying to do was protect the lives of my family. My husband can no longer run on the coastal trail because a human being running is exciting to a dog so he would be jumped every day at least 4 to 5 times on the trail. Therefore he does not go on the trail anymore.

We rarely go to the beach but the one time we had a visitor and we did, someone's off leash dog ran right up to us and urinated on my children's sand toys and the owner thought it was hysterical. I asked her if she would please wash them out herself and she refused and then the dog ran over to us all over our blanket and food with urine and sand on its feet. Our day was over and there was nothing to be done. I called the hotline and nobody showed up and this off leash dog terrorized multiple families while the owner delighted over her puppies "friendliness" ruining multiple outings and lots of crying kids.

Off leash dogs have obviously ruined our enjoyment. Please call me to discuss this topic if you would like more examples.

Dog owners need to be responsible. These are animals. I cannot even believe this is up for discussion. But feel free to call me like I said I have lots to discuss and plenty of people and their off leash dog photos to share. As well as all the injuries those off leash dogs have, due to owner negligence. And our poor neighbors who have become disabled through dog attacks are the ones I care for the most. This is very frustrating but I do invite a conversation. I will not leave my house due to Covid for any public meetings but I hope you will take this note seriously.

Response to Comment L36-1: Thank you for your comment, your response to the Project has been considered. Please refer to Master Response #4 for a discussion regarding safety and protection protocols.

COMMENT LETTER L37 – Lisa Ketcham

Comment L37-1: The coastal scrub portion of the Thompson parcel should be considered habitat quality B, significantly better than the northern parcel.

Response to Comment L37-1: Parks acknowledges that the commenter is expressing an opinion that habitat quality should be given a different rating than what is documented in the biological resources section of the IS/MND.

Comment L37-2: The southern PPB parcel contains Coastal Prairie habitat and wetlands, not mentioned in the report, and should be rated A. The three unreported/unsigned wetland areas run down the center between the Jean Lauer Trail and Seal Cove Trail, indicated primarily by sedges, most noticeable at the two cross trails which become flooded in winter with normal rainfall. (I will send photos separately.)

Response to Comment L37-2: The biological resources section has been changed to reflect that the southern Pillar Point Bluff parcel includes Coastal Prairie habitat and wetlands and so noted in the Errata. The Final IS/MND has been updated to include the statement: "the addition of these areas would not result in a new or more substantial impact."

Comment L37-3: In the northern PPB area, a second intermittent pond preserved by POST is unreported, on the west side of the Jean Lauer Trail just north of the identified/signed pond on the east side.

Response to Comment L37-3: WRA biologists visited Pillar Point Bluff on September 23, 2021, and noted one wetland not disclosed in the biology section of the IS/MND. The Final IS/MND has been revised to acknowledge the previously unidentified wetland. Additionally, all ESHAs located adjacent to designated off-leash trails will be fenced to protect sensitive resources and wildlife.

Comment L37-4: Baseline: There is such extensive off-leash dog activity in violation of park rules that baseline conditions cannot be established.

Response to Comment L37-4: The baseline conditions for biological resources was evaluated by first determining which biological resources occur in the vicinity of the Project area through literature review and database search, including California Natural Diversity Database, USFWS Information for Planning and Conservation Species, California Native Plant Society Inventory records, California Bird Species of Special Concern, USFWS Critical Habitat Mapper, and San Mateo County Local Coastal Program. WRA biologists then conducted surveys within the Project area to determine (1) if the biological resources present on site matched existing data and conclusions drawn from the literature review and database search; (2) if existing conditions provide suitable habitat for any special-status plant or wildlife species; (3) if sensitive habitats are present close to trails; (4) the baseline conditions of habitat quality within view from the trails; and (5) the size of buffers needed to protect certain habitat types. Please refer to Appendix B – Biological Resources Technical Memorandum of the IS/MND for discussion regarding how baseline conditions were established for biological resources.

Comment L37-5: Discuss impacts on other recreation users due to increased conflicts.

It should be noted that before PPB was incorporated into SMC Parks, public access (including unleashed dogs) was not sanctioned -- it was simply trespass on private land.

Response to Comment L37-5: Please refer to Master Response #3 for a discussion regarding recreational displacement caused by the Project.

Comment L37-6: “Project will also establish behavior controls that have not previously been in place.” Due to lack of rigorous competent dog obedience training, is unrealistic to expect that the off-leash requirements (maximum 25-ft distance from owner/handler, no off-trail, and 10-second recall) will be obeyed. Is there any realistic scenario for enforcement? Policy guidelines are too long/complex for posting/reading at trailheads. It is unlikely that once allowed, the pilot program could be reversed.

Response to Comment L37-6: The proposed Pilot Program includes a series of proposed ordinance amendments that would govern how dogs can recreate at the two pilot parks. The Parks Department will monitor compliance throughout the Pilot Program and use its discretion to educate and issue citations to gain greater levels of compliance.

Comment L37-7: The alternative of fenced off-leash dog areas should be discussed where sensitive habitat and wildlife, as well as other park users, will not be impacted. People could throw a ball for their dog and let them run with other dogs in this dedicated area, and then leash them for a trail walk if they choose. If a trailhead parking lot could be permitted on Airport St, surely an adjacent fenced area for dogs could be added where habitat quality is poor, and mowing is already done routinely due to weeds.

Response to Comment L37-7: The Project would occur within an existing trail network where dog walking is already occurring. The Project would also include installation of signage and fencing around ESHAs to protect existing habitats. Impacts to existing habitats would be less than significant. Please see Master Response #4 for a discussion regarding safety measures and protocols that would be required of the Project.

Comment L37-8: Discuss the trade-offs of devoting limited resources to the challenge of monitoring this off-leash program compared to applying those resources instead to improving the habitat value of the open space preserve. If existing habitat value is deemed low, the answer is not to allow it to further deteriorate, but to put more resources into restoration.

Response to Comment L37-8: The Project would make use of the existing trail network and would not construct new trails or facilities that would impede wildlife movement throughout the area. The Project would also include installation of signage and fencing around ESHAs to protect these existing habitats from dogs entering those areas. Impacts to existing habitats would be less than significant.

Comment L37-9: Visual impact on scenic natural area of increased signage re extensive dog rules on different trails is underestimated.

Response to Comment L37-9: Aesthetics impacts resulting from Project implementation is included in Section 5.1 Aesthetics, of the IS/MND (pages 20 and 21). The Project would include installation of signage at trailheads and trail intersections where signage already exists. Signs would be installed on pre-existing fencing around playground areas at Quarry Park and along the rails pointing out ESHAs. The signs would be designed to avoid visual impacts to the naturally scenic area and would not be visible from the nearby residential areas, roads, or water bodies. Split rail fence would also be added, and all split rail fencing added would be built to the same specifications as the existing split rail in both parks. Please refer to Section 5.1 Aesthetics of the IS/MND for a detailed discussion related to aesthetics impacts.

COMMENT LETTER L38 – Terry Maher

Comment L38-1: I am a Redwood City resident and my 2 dogs and I frequent Stulsaft Park. It is a glorious space to enjoy myself and let my dogs explore nature. It's a great workout for all three of us.

I've heard there is a possibility that more nature spaces will be open to off-leash walking. Is that true?! I am definitely in favor of it and would sign a petition or whatever is needed to make it happen.

Thanks for your time and consideration. Take care.

Response to Comment L38-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L39 – Birgitta Bower

Comment L39-1: 'Make a Recommendation to the San Mateo Board of Supervisors to Certify the Park's Department's Off-Leash Dog Recreation Pilot Program's Initial Study/ Mitigated Negative Declaration'

Response to Comment L39-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L40 – Cynthia Denning

Comment L40-1: Just a quick letter to say I'm fully in support of an off leash dog park for San Mateo County.

Response to Comment L40-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L41 – Dorothy Baughman

Comment L41-1: 1) Limit the number of dogs off leash to two. There are numerous people who walk 5-7 dogs at a time. It is not safe to have any of them off leash when there are more than 2 dogs.

Response L41-1: As detailed in Section 3.5.1, *Ordinance Governing Off-Leash Dogs in San Mateo County Parks*, the Parks Department is proposing several amendments to the County Ordinance Code (Chapter 3.68). One of the proposed amendments would be “no more than two off-leash dogs allowed per owner/handles.” Please refer to Section 3.5.1 of the IS/MND (page 7) for more details.

Comment L41-2: 2) They need to carry dog waste with them and NEVER leave it on the ground at any time. Once another person sees a bag they just think that is what you do and they leave theirs also. I pick up 3 bags a day over the weekend at Quarry Park.

Response to Comment L41-2: The County ordinance (Chapter 3.68.180) requires that all dog waste be collected and properly disposed of. Signs would be installed at trailheads to remind park goers of the applicable regulations and help to encourage compliance regarding proper disposal of dog waste. In addition, a requirement of the Adaptive Management Plan is to monitor presence of dog waste and report results to Parks management. Corrective actions would be implemented if standard associated with the presence of dog waste is not met.

COMMENT LETTER L42 – Devin Squaglia

Comment L42-1: I’m writing to you because I live on the Coast (El Granada), and I’m in full support of the proposed off-leash pilot program for Pillar Point Bluff and Quarry Park.

Over the years – I’ve attended many community meetings (El Granada, San Mateo and Redwood City) to advocate for the off-leash program, and I’m very excited to see all of the hard work of the dedicated teams (community working group and the county) paying off for increased dog access in County Parks via the pilot program.

I plan to attend the meeting tomorrow, but there’s some points that I’d like to call out/request personally (prior to the meeting):

1. Can you please use Park Rangers, not “volunteer monitors” as currently proposed, to monitor compliance with proposed rules. Volunteer monitors are unlikely to be objective. Park Rangers regularly monitor these parks and are experts who are trained, knowledgeable and accountable.

Response L42-1: The Adaptive Management Plan would involve Parks staff or trained volunteer collecting data for the indicators listed on Table 1 of the IS/MND (Pages 11 and 12). Volunteers would be neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department.

Comment L42-2: 2. Although the report is very long and detailed – much of the criteria for terminating the program is missing the collection of baseline data. For example, grounds for ending the off-leash pilot program include fecal coliform levels in water samples exceeding 320cfu / 100mL. However, there have been no prior water quality samples taken at the proposed sampling locations near each park.

Response L42-2: The fecal coliform level was established by the San Francisco Bay Area Regional Water Quality Control Board. Also, please refer to Master Response #1.

Comment L42-3: 3. No one wants a ticket, but is it possible for the Park Rangers to ticket repeat violators, or even ban them from the park, versus eliminating off-leash access because of exceeding a given number of violations in a month. It’s not right to let one, or two irresponsible dog owners ruin it for the rest of the community.

Response L42-3: Refer to Response to Comment L23-4.

COMMENT LETTER L43 – Joshua Fagans

Comment L43-1: I am writing to voice my support for off-leash areas in San Mateo county. My wife Emily and I have lived in the county for over 20 years and have raised our two children here. Through those years we have had four dogs and have used the parks in the county extensively. Having off-leash areas in our city has been critical for exercising ourselves and our dogs and we have enjoyed being part of the dog community though all these years. If anything the last year has taught us all that dogs provide valuable companionship in tough times and we believe that the county should be looking for ways to expand opportunities for an expanding number of dog owners.

We use many parks on the peninsula but our primary park is Stulsaft in Redwood City where I walk the dogs every day. We have learned that the vast majority of dog owners are incredibly responsible community members. I have seen different attempts at enforcing rules in our park and will add that well trained staff who work well with dog owners and much more effective than those that are not trained or who are antagonistic.

My understanding is that the county is considering terminating the Pillar Point Bluff pilot program. I believe this to be a mistake. There are a limited number of areas to take dogs off-leash and the demand is only growing. We need more parks not less. I've heard that there are scientific concerns about the program but that the science has not been thorough. I think the last year has also taught us that bad science is not a good idea but more importantly I believe that the dog owners would be responsive to issues if they can be educated about those issues instead of just losing a park they use. Finally, I definitely support fining and banning people that do not follow sensible rules. People who behave badly should be fined and then if they are repeat offenders banned.

Response to Comment L43-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L44 – John Dye

Comment L44-1: My name is John Dye and I've lived in El Granada for seven years. I've been walking my dog, Scout, in either Quarry Park or Pillar Point (often both) nearly every day since 2014. I fully support making these two parks legal off-leash dog trails.

I do have several suggestions:

1. As you look at both bench mark and evaluation criteria, please consider the differences between weekdays and weekends in both the number of users and whether they are "local" or "out of town". It's likely that any increase in park usage will be a result of an increase in "out of town" visitors who have come to the parks attracted by the opportunities to walk their dogs off leash. Most of this increase will probably be on weekends. Thus an increase in the percentage of dog walkers would not necessarily indicate that non dog walkers have been discouraged by the off leash pilot. Increased numbers of "out of town" users also raises the importance of clear signage and extra weekend monitoring. Finally you should consider separating the data between weekdays and weekends, since user profiles and numbers are so different.

Response to Comment L44-1: The Parks Department will be conducting random observational surveying at both park locations twice a week – once during the week and once on the weekend. This method will allow the Parks Department to gather a representative sample of behavior and user demographics. By collecting data at this frequency, the Parks Department will be able to compare month-over-month data to see if there is a difference in user profile.

Comment L44-2: 2. The dog waste criteria should take into consideration the relationship between incidents and number of dogs visiting the parks.

Response to Comment L44-2: Please refer to Master Response #1 pertaining to monitoring of dog waste.

COMMENT LETTER L45 – Kathleen Dailey

Comment L45-1: I do not approve of allowing dogs off-leash in this location.

Response to Comment L45-1: Thank you for your comment, your response to the Project has been considered.

COMMENT LETTER L46 – Kris Lannin Liang

Comment L46-1: I hope this email finds you well.

How can the San Mateo County Parks Commission make a recommendation to the board of supervisors to certify the off-leash dog pilot program at Fitzgerald Marine Reserve while the Neg Dec is still out for public comment?

Response to Comment L46-1: The Fitzgerald Marine Reserve is a separate park located adjacent to Pillar Point Bluff and is not part of the Pilot Program. Please refer to Section 3.0, Project Description, of the IS/MND (starting from page 5) for discussions regarding the background of the Project, the purpose of the IS/MND, and the geographic scope of the Pilot Program.

Comment L46-2: There isn't any mention of Parks acquiring a CDP, although off-leash dogs would certainly "change density and intensity of use" in this area.

Response to Comment L46-2: A CDP will be applied for as noted on page 1 of the Errata to the IS/MND.

Comment L46-3: Also, has Parks sent its proposal to CDFW and USFWS for their comments on how off-leash dogs could impact wildlife in this area?

Response to Comment L46-3: CDFW and USFWS are responsible or trustee agencies for the Project. The Notice of Completion was sent to all responsible and trustee agencies when the IS/MND was published for public review. CDFW commented on the IS/MND. Please refer to Comment Letter L9.

COMMENT LETTER L47 – Mark Eller

Comment L47-1: I am writing this as my public comment to express support for off-leash dog walking at Pillar Point Bluff and Quarry Park. Opportunities for off-leash dog walking are limited in San Mateo County compared to our neighbors, and I am looking forward to expanded access. The pilot program you are discussing at tomorrow's meeting is a good start, and the timing is right – as you probably already know, dog ownership increased with the Covid pandemic.

I read your Initial Study/Mitigated Negative Declaration and was pleased to see that off-leash dogs are not expected to have a negative impact on the parks. However, some of the standards for the indicators specified in table 1 would seem to only be partially related to off-leash dog walking at best. For example, presence of E. coli exceeding 320 cfu/100mL at water quality sampling stations. Water quality is certainly important, but E. coli bacteria is commonly found in the lower intestines of all warm-blooded animals – on leash dogs,

off-leash dogs, humans, coyotes, seals, sea otters, etc. I am unaware of any test that would reveal the history or origins of a test sample; certainly no test could tell whether it came from a dog that was on or off-leash at the time it pooped.

I hope the County and Parks Department accepts the report's overall conclusion that dogs are unlikely to have a greater impact at Pillar Point Bluff and Quarry Park than human recreation and implements the off-leash pilot program.

Response to Comment L47-1: Thank you for your comment, your support for the off-leash dog recreation pilot program has been considered. Additional information regarding water quality monitoring is included in Section 5.10, Hydrology and Water Quality, of the IS/MND (pages 42 to 45).

COMMENT LETTER L48 – Jean Blomo

Comment L48-1: I'm writing to you to express my whole-hearted support of the off-leash dog walking pilots in Quarry Park and Pillar Point Bluffs.

I currently live in Montara with my partner and our dog. We have been visiting both parks for more than 10 years and find our dog is happiest and healthiest when she has the chance to run off leash to get adequate exercise and meet other dogs to meet her socialization needs.

While I understand the need for having some parks be partially or completely on-leash only or no dogs, compared to other Bay Area counties, we have the least access of on- and off-leash dog friendly trails and parks.

When we adopted our dog, we were limited to tiny fenced in parks 10 miles to the south of us in Half Moon Bay or 7 miles to the north of us in Pacifica. And once our dog was past the puppy wrestling stage, these dog parks are not ideal for an active adult dog. This leaves us with the only option of driving even further - 30-45 minutes - to find off leash options either outside of San Mateo County or over the hill far from our community and defeating the whole point of going for a relaxing walk.

Thank you for your work in our county and consideration of my comments here.

Response to Comment L48-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMMENT LETTER L49 – Carole Bridgeman

Comment L49-1: Type of trails that dogs will be on and meeting an equestrian. A single track trail can be a problem due to the width of the trail and how close the dog might be to a horse (when on leash); off leash is another matter particularly with line of sight. My experience has been very few people have an off leash dog under true control and can get them re-called in 10 seconds. This can also be an issue with the trail having bikes.

Response to Comment L49-1: Please refer to Master Response #3 for a discussion on recreational displacement and Master Response #4 for a discussion on safety protocols and measures.

Comment L49-2: Owners are to pick up their dog's poop. I have seen some owners pick it up and put it a bag and leave it at the side of the trail. I don't foresee much compliance with an unleashed dog off the trail and has pooped. You don't want people walking all over. off trail.!

Response to Comment L49-2: Pursuant to the County Ordinance Code, dog owners must pick up and properly disposed of or removed from the park their dogs waste. Further, as noted in Master Response #1, the Project would monitor the overall quantity of dog waste that has not been picked up and its possible impacts on water quality. If not picked up and properly disposed of, dog waste can have an adverse impact on water quality. For this reason, the Adaptive Management Plan includes water quality monitoring.

COMMENT LETTER L50 – Jenny Sabala DeMartini

Comment L50-1: I reviewed your white paper on the proposed dog park at Pillar Point and Quarry parks and I am in support of opening them up as Off Leash Dog recreation areas.

Response to Comment L50-1: Thank you for your comment, your support for the Pilot Program has been considered.

COMENT LETTER L51 – Cynthia Cook

Comment L51-1: The 8 indicators that have been established to monitor during this off-leash pilot are arbitrary. There is no baseline for “20 incidents of dog poop found” or fecal coliform levels nor any way planned to distinguish off-leash dog feces from those left by on-leash dogs or wildlife (coyote, fox). These criteria, in particular, seem designed to specifically create a means to artificially identify negative impact and thus limit all dog access.

Response to Comment L51-1: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan. Also, the water quality monitoring will include a DNA analysis to determine the source of bacteria.

Comment 51-2: Other criteria (harassment of wildlife, dog entry into sensitive areas, dogs traveling off trail, leash compliance for on-leash trails, interactions between other visitors and dogs) will be monitored by volunteers likely resulting in highly biased outcomes. Volunteers do not have the same training, knowledge, or accountability as paid rangers and staff. Each incident needs to be fully documented with photo/video evidence.

Response to Comment L51-2: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan.

Comment 51-3: The criterion of “changes in park visitation during the off-leash pilots” implies that increased park usage is considered a negative impact of the off-leash pilot. This seems to be in conflict of the mission of the county parks (From the website: “*The San Mateo County Department of Parks is here to provide you with recreational opportunities in a safe and effective manner, and to protect and enhance the natural resources of the County*”). Does this criterion reveal the true motivation of the Parks administration to reduce visitation?

Response to Comment L51-3: Criterion #8 has no standard or impact on the Pilot Program. Collection of this data is to allow the Parks Department to understand what change in users has occurred as a result of the Pilot Program.

Comment L51-4: The requirement that “dog owners have physical control of their dogs when approaching persons not engaging in off-leash dog recreation” is an onerous requirement that all but negates the positive experience of hiking off leash with your dog. Having to leash up your dog repeatedly throughout a hike is an extreme means of addressing the unlikely occurrence of a truly negative dog-human interaction. Yes, there are members of the public that want to avoid all dog encounters. There are also those who want to

avoid encounters with children. Neither group is entitled to have their desires supersede those of other stakeholders in this process. The statement developed by the Dog Work Group (“Dogs must be under control at all times and leashed up whenever necessary for the safety and/or comfort of other park users”) is more than adequate to fulfill the goal of providing a safe and positive experience for park visitors.

Response to Comment L51-4: Please refer to Master Response #4 for a discussion on safety protocols and measures.

Comment L51-5: I urge County Parks to proceed with the Pilot study with the following modifications:

- 1) remove the requirement that “dog owners have physical control of their dogs when approaching persons not engaging in off-leash dog recreation” and revise as stated by the Dog Work Group: “Dogs must be under control at all times and leashed up whenever necessary for the safety and/or comfort of other park users”.
- 2) Establish baseline values and species for any criteria to be used to monitor the pilot program, particularly incidents of feces and coliform levels. The incidents of feces that would likely represent those left by off-leash dogs would be those off trail and not in bags. These would need to be documented with DNA identification as to species.
- 3) Do not use volunteers as monitors in this project.
- 4) An increase in park usage should NOT be a negative criterion.

Response to Comment L51-5: Please refer to Response to Comments L51-1, L51-3, and L51-4.

COMMENT LETTER L52 – Phyllis Savari

Comment L52-1: I am not a dog owner but I believe that dogs do need spaces to be off-leash. The ordinance amendments listed on page 7 the “IS/ MND - Draft” seem reasonable. However I didn’t see any details on how the rules would be enforced.

I have stopped walking at Quarry Park, Pillar Point Bluff and Surfers Beach due to dogs jumping on me. When I ask owners to call their dogs I am routinely ignored or dismissed with, “My dog is friendly.” As these areas currently have no enforcement of the leash requirement, what will change with the proposed ordinances? Are there any plans for enforcing rules in the future?

Response to Comment L52-1: Please refer to Master Response #4 for a discussion on safety protocols and measures.

COMMENT LETTER 53 – Christine Corwin, Coastside Dog Owner Group (DOG)

Comment L53-1: On behalf of Coastside DOG of San Mateo County, I am writing to express our support for the offleash pilot program at Quarry Park and Pillar Point Blufftop, and to provide comments on the Initial Study/Mitigated Negative Declaration (IS/MND). Coastside DOG is an all-volunteer non-profit dedicated to promoting responsible dog walking and to advocating for dog-friendly open space on the San Mateo County coast.

Response to Comment L53-1: Thank you for your comment, your support for the Pilot Program has been considered.

Comment L53-2: County Parks should only use trained rangers and staff to monitor the pilot program, not volunteer monitors. Volunteers do not have the same training, knowledge, accountability as paid rangers and staff. In addition, volunteers could bring a range of biases that would be problematic

Response to Comment L53-2: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan.

Comment L53-3: Do not punish the masses for the actions of a few. For some of the AMP threshold numbers such as dog waste and wildlife harassment, all it would take is a few bad actors to reach the threshold numbers. Rather than deeming the pilots unsuccessful, those few individuals should be educated and if necessary ticketed.

Response to Comment L53-3: Please refer to Master Response #4 for a discussion on safety protocols and measures.

Comment L53-4: Dog Waste: The dog waste indicator should take into account the number of the dog owners and dogs who visit Quarry Park and Pillar Point Blufftop during the reporting period. For example, if 500 dog owners visit Quarry Park during the monthly reporting period and there are 20 dog waste incidents during that time, that means that 96% of dog owners are picking up.

Response to Comment L53-4: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan.

Comment L53-5: Water Quality Testing: In order to differentiate between E. coli from dogs versus wildlife, DNA specific water quality testing should be conducted. In addition, it should be triple checked that the water sampling locations are isolating activity at the park sites and excluding runoff from people's yards in neighboring communities.

Response to Comment L53-5: Please refer to Master Response #1 for a discussion on the Adaptive Management Plan. Also, the water quality monitoring will include a DNA analysis to determine the source of bacteria.

Comment L53-6: Changes in park visitation during the off-leash pilots. We question whether this should be included as an AMP standard. As long as people are out enjoying the parks, isn't that what matters? The reality is that it is extremely difficult to prove that changes in visitor numbers and types of visitors have anything to do with legalizing voice control dog walking, an activity which has taken place at Quarry Park and Pillar Point Bluffs for decades. Covid has increased park visitor numbers and changed user group demographics making it difficult to show cause and effect of the off-leash pilots on visitorship. For example, when the Fitzgerald Marine Reserve beaches were closed for 12 months during Covid, the adjacent Pillar Point Blufftop received more visitors—people who would have normally gone to the Marine Reserve. Now that the Marine Reserve is open again, the numbers will most likely change. In addition, since only seven of the 22 San Mateo County Parks allow dogs, it makes sense that those seven parks would be used more heavily by dog owners.

Response to Comment L53-6: Criterion #8 has no standard or impact on the Pilot Program. Collection of this data is to allow the Parks Department to understand what change in users has occurred as a result of the Pilot Program.

Comment L53-7: As President of Coastside DOG, I have served on County Parks' Dog Work Group since its start in 2016. The off-leash pilots are the result of 18-months of public input from hundreds of individuals, monthly public meetings, and a lot of hard work by County Parks and its 10-member multistakeholder Dog Work Group. As you know, County Parks' Dog Work Group included environmental, equestrian, mountain biker, dog owner, and Parks Department representatives and required us to reach consensus on the off-leash program parameters and policies. While significant compromise was required, it is a solid plan that has undergone extensive review and received overwhelming public support for voice control dog walking at the two pilot sites.

Coastside DOG is committed to working with County Parks to make the off-leash pilot program successful. For years, Coastside DOG members have walked the trails at Pillar Point Blufftop and Quarry Park daily helping to keep the trails clean—something that we will continue to do throughout the pilot. In addition, Coastside DOG looks forward to holding volunteer cleanup days with County Parks at Quarry Park and Pillar Point Bluff, as well as working to educate the public to ensure that the pilots are successful.

Response to Comment L53-7: Thank you for your comment, your support for the Pilot Program has been considered.

3.0 ERRATA TO THE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

3.1 INTRODUCTION

This Errata makes changes to the IS/MND for the Off-leash Dog Recreation Pilot Program that do not represent substantial revisions that would require recirculation of the environmental document, as described in State CEQA Guidelines 15073.5. That is, the revisions do not result in new significant environmental impacts, do not constitute significant new information, and do not alter the conclusions of the environmental analysis or effectiveness of the mitigation measures. Revisions to the Final IS/MND are shown below as excerpts from the IS/MND text. Underlined text represents language that has been added to the Final IS/MND; text with ~~strikeout~~ formatting has been deleted from the Final IS/MND.

3.2 CHANGES TO THE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Page 2 of the Revised IS/MND in Section 2.0, *Project Information*, is amended as follows:

5. Project Location: Quarry Park and Pillar Point Bluff, San Mateo County, California

The proposed Project would take place in two public parks that are owned and operated by the San Mateo County Parks Department. Pillar Point Bluff is a 220-acre bluff top park (Figure 1) that has a 3.1-mile loop trail network that is part of the California Coastal Trail system. Pillar Point Bluff is bordered along the western edge by the Pacific Ocean and protected tidepools of the Fitzgerald Marine Reserve. The Half Moon Bay Airport and the Pillar Ridge Manufactured Home Community border the park along the eastern edge. The lands to the north and south of the park are mixed commercial and residential use areas. Please note, the Fitzgerald Marine Reserve is a separate park that is located adjacent to the Pillar Point Bluffs. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program.

Page 3 of the Revised IS/MND in Section 2.0, *Project Information*, is amended as follows:

12. Other Public Agencies Whose Approval is Required:

San Mateo County Planning Commission and California Coastal Commission for issuing a Coastal Development Permit ~~None~~

Page 5 of the Revised IS/MND in Section 3.1, *Background*, is amended as follows:

The Work Group held public meetings for over a year and concluded that areas for off-leash dog recreation were indeed needed in San Mateo County Parks. They proposed a 12-month Pilot Program that would allow off-leash dog recreation on the majority of trails in both Quarry Park and Pillar Point Bluff. The Work Group preferred that off-leash areas be on park trails as opposed to an enclosed off-leash dog park. Establishing off-leash areas would allow for legal recreation of off-leash dog access in county parks. There is no beach access or access to Mirada Surf as proposed as part of the 12-month Pilot Program.

In 2018, a dog off leash killed a Harbor Seal pup at Ross' Cove. Pursuant to the County Ordinance Code, dog access and recreation on the beach at the Fitzgerald Marine Reserve is strictly prohibited. Since 2018, the Parks Department has increased education and enforcement, and seen a decrease in dogs at Ross' Cove.

Page 6 of the Revised IS/MND in Section 3.2, *Purpose*, is amended as follows:

Parks will use the proposed AMP to manage and monitor the off-leash dog recreation Pilot Program and to protect the environment while also accommodating the diverse and changing recreational needs of the public over time. This Initial Study/Mitigated Negative Declaration will provide CEQA coverage for off-leash dog recreation at Pillar Point Bluff and Quarry Park during and after the Pilot Program, and is not applicable to any other County parks, recreation areas, or trails.

Page 6 of the Revised IS/MND in Section 3.3, *Geographic Scope of Pilot Program*, is amended as follows:

To balance the desires of varied recreation groups and users and the biological protection of Environmentally Sensitive Habitat Areas (ESHAs), not all trails will be accessible to off-leash dog recreation during the Pilot Program. The trails proposed by Parks for the Pilot Program (Figure 2 and Figure 3) are marked in green and have been chosen because they provide loop experiences for people walking dogs off-leash while avoiding children's play areas and sensitive habitats. These trails are also largely located away from ESHAs and other sensitive environmental resources and are typically wide enough to avoid conflicts between park users. Any trail designated for off-leash dog recreation and located adjacent to an ESHA will have signage and fencing installed to prevent dogs (and other users) from disturbing habitat and wildlife while still allowing wildlife to freely move throughout the park. The trails that are marked in orange will continue to allow dogs on-leash only.

Because of formal and informal access paths leading from Ross' Cove Trail on the Pillar Point Bluff to the beach and the high potential for an off-leash dog to access the beach and threaten marine life, Parks is not recommending that off-leash dogs be allowed on Ross' Cove Trail. Mirada Surf is not included in the Pilot Program either. With that said, this Initial Study/Mitigated Negative Declaration, evaluates all trails throughout both parks for potential consideration in the program.

The Pillar Point Bluff is a 220-acre bluff top park (Figure 2) that is owned and operated by Parks. There is a 3.1-mile trail network on the bluffs that is part of the California Coastal Trail network. ESHAs that occur within the park include seasonal wetlands, and perennial ponds, ~~beaches, and tidal open water.~~ The Pillar Point Bluff is bordered along the western edge by the Pacific Ocean and protected tidepools of the Fitzgerald Marine Reserve. Half Moon Bay Airport borders the park along the eastern edge. The lands to the north and south of the park are mixed commercial and residential use areas. The tide pools at Fitzgerald Marine Reserve and the wetlands of Pillar Point Marsh are also considered by the California Coastal Commission (CCC) and the San Mateo County Local Coastal Plan (LCP) to be ESHAs. However, these areas are not part of the Pilot Program and dogs are not allowed to recreate in these areas.

Page 8 of the Revised IS/MND in Section 3.5.2, *Pilot Study and Adaptive Management Plan*, is amended as follows:

To evaluate the impacts of the Pilot Program, an AMP has been prepared. The AMP will establish an environmental baseline and monitor impacts of the Pilot Program. The AMP is discussed further below. Parks staff are conducting random observational surveying of each park twice a week – once during the week and once on the weekend. This process will allow Parks to accurately gather information regarding compliance, behavior, and impacts during the Pilot Program.

Page 9 of the Revised IS/MND in Section 3.5.2, *Pilot Study and Adaptive Management Plan*, is amended as follows:

3. Pretesting Monitoring Program: Parks has started collecting ~~will need to collect~~ baseline information on eight proposed indicators. Some behaviors that occur over a wide-ranging area may not be suitable for monitoring via camera, so one purpose of the pretesting program will be to verify which indicators' data may be collected via camera or in-person. Another purpose is to verify standards that are measurable.

Pages 11 to 13 of the Revised IS/MND, Table 1, *Monitoring Indicators and Standards for the Dogs Off-Leash Adaptive Management Plan*, is amended as follows:

Table 1. Monitoring Indicators and Standards for the Dogs Off-Leash Adaptive management Plan

INDICATOR	STANDARD	PRIMARY ² DATA COLLECTION METHOD	MONITORING FREQUENCY AND REPORTING ACTION ³
1. Presence of dog waste (Any dog waste not in a garbage can will be counted)	No more than 20 pieces occurrences of dog waste in one month <u>(per park)</u> .	Observations and photographs by Parks staff or trained volunteers ⁴	Monitor weekly ; <u>reported bi-monthly</u> ; collect data on number of occurrences and locations with waste for all trails (on and off-leash) ³
2. Fecal coliform levels at WQ sampling locations	Presence of <u>dog associated bacteroidales</u> and E. coli shall not exceed 320 cfu/100mL at any monitoring location	In-person by RCD staff. Monitoring will occur at the sampling locations referenced in Figure 2.	<u>Monitor monthly</u> ; <u>reported bi-monthly (the ability to conduct water quality monitoring is dependent on rain)</u> ; following protocol used by the RCD and/or RWQCB. ⁵
3. Harassment ⁶³ of wildlife ⁷⁴	Dogs observed chasing or harassing wildlife three <u>two</u> times over a 60 <u>90</u> -day period	<u>Parks staff or trained volunteer observations when they are at the park⁴</u> In-person observations by Parks staff or trained volunteers	Quarterly <u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³
4. Dog entry to sensitive areas, including Fitzgerald Marine Reserve and the Marsh at Pillar Point Bluff, or the pond and reservoir at Quarry Park	No dogs observed entering Parks defined and signed sensitive areas (i.e., dogs must be on leash near these areas <u>or not in area at all</u>)	<u>Parks staff or trained volunteer observations when they are at the park⁴</u> In-person observation by Parks staff or trained volunteers, set a two-week time period for each month	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff or trained volunteers to document sensitive areas that dogs are most likely to enter. Confirmed and creditable reports of violations.
5. Dogs traveling off trail	Dogs observed traveling at 10 feet or more off trail; verify compliance rate after baseline data collection	Remote observation, set a two-week time period; Parks staff or trained volunteer observations when they are at the park ⁴	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff and trained volunteers to document locations

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			where dogs most likely to go off trail. Data collected via verified reports.
6. Leash compliance for on-leash trails	70% of parties with dogs will have their dogs on a leash on any given day.	In-person Parks staff or trained volunteer observations whenever they are at the park Parks staff or trained volunteer observations when they are at the park ⁴	<u>Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences.</u> ³Quarterly; observers will walk each on-leash trail to note the proportion of dogs off leash. Note: data for indicators 5&6 will be collected simultaneously
7. Interactions with dogs and visitors	Any dog is observed exhibiting unwelcome behavior(s) to other dogs or visitors 10 times per month per park.	In-person observation by Park staff and trained volunteers	<u>Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences.</u> ³Quarterly; based on verifiable (e.g., rangers, trained volunteers, and other credible sources) reports
8. Changes in park visitation in response to visitors with off-leash dogs	N/A ^{5g}	<u>Parks staff or trained volunteer observations when they are at the park⁴</u>	Quarterly; Monitor bi-weekly; reported bi-monthly; initial visitors with dog counts will be made via observation. After a reliable number of counts (sample size at least 300 groups, with observations conducted over randomly selected weekend and weekdays) has been made to verify the proportion of visitors with dogs, visitor counts may be conducted via mechanical means (traffic counter or wildlife camera) ³

Notes:

1 - Management actions are not defined by the AMP but rather selected by Parks based on the impact and severity of non-compliance.

2 – Primary data collection refers to recurring data collection by Parks staff and trained volunteers. However, it is recognized members of the public may self-report various behaviors (e.g., dog off trail) and Parks will document this information as it is made available.

3 – Monitoring will occur on a weekly basis. Data will be collected twice a week at each park, but will only be published every other month.

4 – Volunteers are defined as neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department to ensure they are not biased.

5 – Water quality testing will include a DNA analysis to determine if the source originates from a dog.

6 – From Section 3(18) of the Federal Endangered Species Act: "The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct."

74 – Any documented ~~injuring or~~ killing of wildlife, ~~dog, or person~~ by an off-leash dog ~~(to a human or another dog)~~ may result in immediate or temporary suspension of the Pilot Program.

85 – Monitoring of visitor use is not intended to be evaluated against a standard. Collection of visitor use information has been ongoing at both parks and will continue as the AMP is being implemented. The intent of this data collection is to determine if overall visitor demographics and patterns change as a result of the Pilot Program.

9 – Observational surveying would occur to determine if more people or more dogs are being seen, as opposed to fewer people without dogs.

Page 15 of the Revised IS/MND, Figure 3, *Quarry Pak Plan*, is amended as follows:

Figure 3, Quarry Park ~~Plan~~ Dogs Off-Leash Pilot Program Trails

Pages 14 to 16 of the Revised IS/MND, Figure 2, *Pillar Point Bluff Dogs Off-Leash Pilot Program Trails*, Figure 3, *Quarry Park Dogs-Off-Leash Pilot Program Trails*, and Figure 4, *Adaptive Management Decision Flow Chart*, are amended as follows:

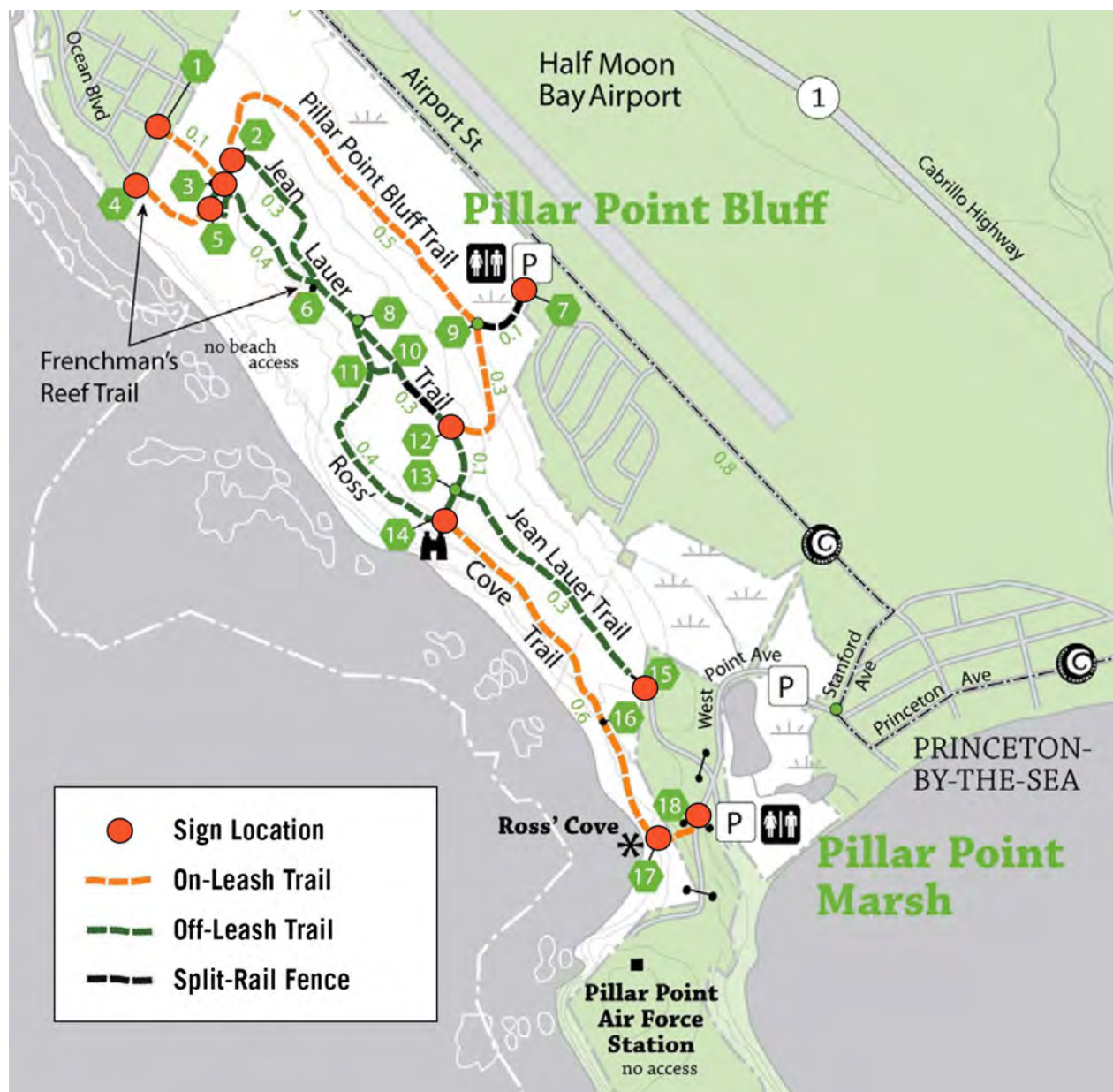


Figure 2. Pillar Point Bluff Plan Dogs Off-Leash Pilot Program Trails



Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 3. Quarry Park Plan Dogs Off-Leash Pilot Program Trails



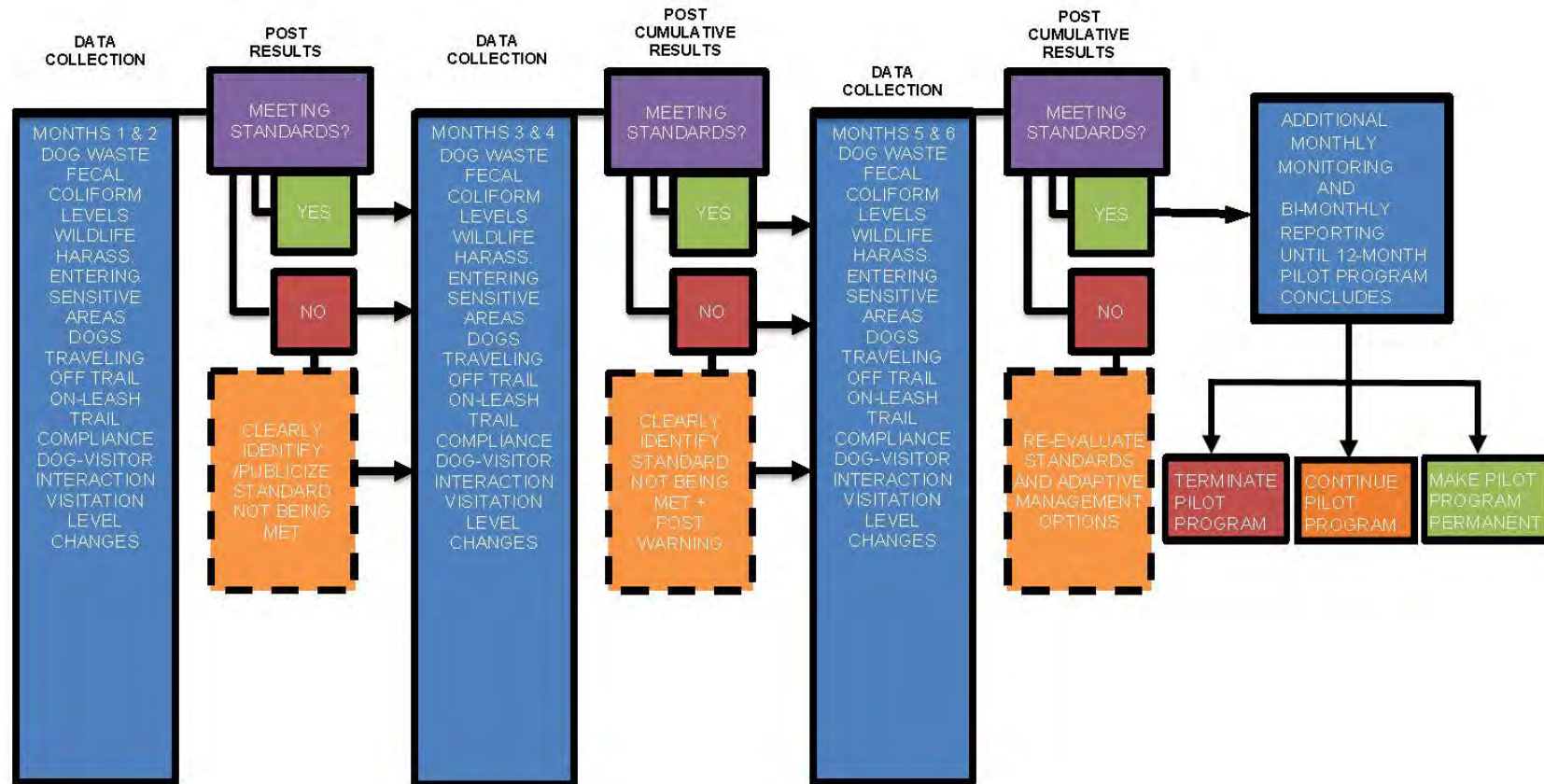


Figure 4. Adaptive Management Decision Flow Chart

Page 17 of the Revised IS/MND in Section 3.5.3, *Proposed Signs*, is amended as follows:

Signs would inform visitors which trails are accessible to off-leash dogs and which trails require leashes. They will also inform users as to what the rules are, including, but not limited to, owners cleaning up after dogs, dogs must stay on trails at all times, and dogs must be under voice and sight control at all times. Initial sign locations for the Pilot Program are included in Figure 5 and Figure 6, which depicts specific signs to be used as part of Pilot Program implementation. Trailhead signs will be posted at an elevated height for initial visibility and smaller signs along trails will be shorter and mounted at pedestrian scale similar to wayfinding signs.

Parks proposes to install new signage at trailheads and at trail junctions to inform the public which areas off-leash dogs are and are not allowed. Between both parks, there will be at least 18 “Dogs On-Leash” signs, two “No Dogs In Reservoir” signs, and six “No Dogs In Playground Area” signs. At least two “No Dogs on the Beach” sign will also be added at Pillar Point Bluff.

Page 18 of the Revised IS/MND, Figure 5, *Sign Examples*, is amended as follows:



Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 5. Sign Examples



Page 19 of the Revised IS/MND has been revised to include a new Figure 6, *Split Rail Specifications and Sign Examples*, as follows:



Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 6. Split Rail Specifications and Sign Examples



Page 22 of the Revised IS/MND in Section 5.1, *Aesthetics*, is amended as follows:

Discussion: In order to adequately demarcate where dogs are allowed to be off leash, where dogs have to be on leash, and what the rules and regulations are, Parks would install additional signage at trailheads and trail intersections. Signs would be installed on pre-existing fencing around playground areas at Quarry Park. Additional signs would be placed along the trails pointing out ESHAs. The signs would be designed to avoid visual impact to the naturally scenic area. The signs would not be visible from the nearby residential areas, roads, or water bodies. Additional fencing would be added to ensure that dogs do not enter the areas in which they are not authorized to be off leash.

Discussion: Pillar Point Bluff is visible from State Route 1, which is eligible for State Scenic Highway designation. The proposed Project does not include any structures, except minor signs and fencing, and would not affect any scenic resources that could be visible from State Highway 1.

Page 23 of the Revised IS/MND in Section 5.1, *Aesthetics*, is amended as follows:

Discussion: The proposed Project sites are within the Coastside Design Review District. With the exception of installing signs about the new off-leash dog regulations and fencing, there is no construction involved for the proposed Project and the overall land use would not change. There would be no conflict with applicable General Plan or Zoning Ordinance provisions. Therefore less than significant impacts would occur.

Page 24 of the Revised IS/MND in Section 5.2, *Agricultural and Forest Resources*, is amended as follows:

Discussion: The Project is proposed within two designated County Parks, ~~neither of which have agricultural zones~~ which are designated Planned Agricultural Zoning. ~~No parcels are affected by the Williamson Act and there are no proposed zoning changes are associated with the proposed Project.~~

Page 26 of the Revised IS/MND in Section 5.3, *Air Quality*, is amended as follows:

Discussion: The proposed Project would not conflict with or obstruct implementation of any air quality plan because it would not involve the use of construction equipment or operational activity (e.g., routine off-leash dog use) that would emit substantial amounts of emissions. The draw of an off-leash natural dog area could cause an increase in vehicle emissions by increasing the number of dog owners who would travel in their vehicles to the subject parks. Estimates of future use based on 1) a survey of visitor counts conducted by Parks during 2019 and 2020 and 2) regional population growth and dog ownership data found in Appendix A.

Page 29 of the Revised IS/MND in Section 5.4, *Biological Resources*, is amended as follows:

Neither the Pacific harbor seal or sea lion occur in areas of the park proposed for off-leash dog use, however, a Harbor Seal pup was killed by a dog in 2018. ~~But b~~ Because the potential exists for an off-leash dog to enter the beach at Ross' Cove, located west of Pillar Point Bluff, less than possible significant impacts could occur. Due to the proximity of marine life at Ross' Cove to trails proposed to be included in the Pilot Program, signage is necessary to inform users with dogs of the risk.

Page 30 of the Revised IS/MND in Section 5.4, *Biological Resources*, is amended as follows:

Discussion: Proposed Project activities would not result in the removal, filling, or hydrological interruption of federally protected wetlands. It should be noted that WRA staff observed a wetland, approximately 20 feet by 30 feet in size, not previously noted in the BRTR (Appendix B). Noting the presence of this previously undetected wetland does not result in a new or more substantial impact. The proposed Project would make use of the existing trail network, so no new construction, aside from installing fencing and signage, would take place and there would be less than significant impacts to all protected wetlands, including the new wetland area identified by WRA staff on 9/23/21.

Page 31 of the Revised IS/MND in Section 5.4, *Biological Resources*, is amended as follows:

Discussion: The Fitzgerald Marine Reserve is a separate park that is located adjacent to the Pillar Point Bluffs. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. ~~Sections of Pillar Point Bluff are located within the Fitzgerald Marine Reserve. Offleash dogs would not be allowed on the beach or near the ESHA beach and tidepool area;~~ therefore, the impact would be less than significant.

Page 45 of the Revised IS/MND in Section 5.10, *Hydrology and Water Quality*, is amended as follows:

To help determine if the proposed Project contributes excess nutrients and/or bacteria into area watery, the AMP calls for water quality testing to be conducted in Pillar Point Marsh and low in the Quarry Park watershed. This monitoring would be used to determine baseline levels of pathogens in the system and to identify if additional mitigation measures are needed. Water quality monitoring would continue throughout the 12-month Pilot Program associated with the proposed Project to determine if coliform and nutrients levels exceed the prescribed limitations. Should water quality sampling determine that fecal coliform levels exceed the acceptable range as determined by the San Francisco Bay Regional Water Quality Control Board, progressive management actions will be required to reduce impacts to water quality. The water quality testing methodology is briefly described in the ~~attached~~ AMP.

Page 47 of the Revised IS/MND in Section 5.10, *Hydrology and Water Quality*, is amended as follows:

Discussion: At Pillar Point Bluff, the Pillar Point Bluff Trail goes through a wetland area on the eastern border of the site adjacent to the Half Moon Bay Airport (Figure 3). Waters from the marsh within the park boundary adjacent to Pillar Point Marsh flow into Pillar Point Marsh, as well as into an aquifer that serves as a major water source for the Montara Water and Sanitary District and the Coastsides County Water District (Go Native Nursery LLC 2003). While dog owners are currently responsible for collecting their dog waste and would continue to be under the proposed Project, the potential introduction of excessive uncollected dog waste from off-leash dogs could negatively affect surface water quality in the marshes, and thereby also has the potential to contaminate the underlying aquifer and associated water supplies. Though this is possible, it is unlikely. Fencing and signage would also be installed in order to keep dogs out of unauthorized areas.

Page 54 of the Revised IS/MND in Section 5.16, *Recreation*, is amended as follows:

Discussion: Prior to Pillar Point Bluff and Quarry Park being incorporated into the San Mateo County Parks system, both on-leash and off-leash dog access ~~were allowed~~ were present at both parks. However, after their incorporation in the park system, all forms of dog access were prohibited by county ordinance.

Page 60 of the Revised IS/MND in Section 5.21, *Mandatory Findings of Significance*, is amended as follows:

Discussion: With implementation of the proposed changes to the dog ordinance, the proposed Pilot Program, and with adaptive management strategies and additional signage and fencing, the proposed Project would not significantly degrade the quality of the environment or impact any special status plant or animal species.

Page 62 of the Revised IS/MND in Section 6.0, *Responsible Agencies*, is amended as follows:

AGENCY	YES	NO	TYPE OF APPROVAL
Coastal Commission	<u>X</u>		
City			
Sewer/Water District:			
Other: <u>San Mateo County Planning</u>	<u>X</u>		

Page 65 of the Revised IS/MND in Section 8.0, *List of Preparers*, is amended as follows:

Tali Ashurov~~Paul Curfman~~, Senior Environmental Planner

~~Paul Curfman, Senior Environmental Planner~~

Rei Scampavia, Biologist

APPENDIX A – REVISED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION



Revised Initial Study/Mitigated Negative Declaration

The Off-Leash Dog Recreation Pilot Program at Pillar Point Bluff and Quarry Park

Lead Agency

San Mateo County Parks Department

455 County Center, 4th Floor

Redwood City, CA 94063

Contact: Nicholas Calderon

ncalderon@smcgov.org

**~~Public Review Draft | July 2021~~
October 2021**

Revised Initial Study/Mitigated Negative Declaration

The Off-Leash Dog Recreation Pilot Program at Pillar Point Bluff and Quarry Park

Lead Agency

San Mateo County Parks Department

455 County Center, 4th Floor

Redwood City, CA 94063

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San Rafael, CA 94901

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baas@wra-ca.com

~~Public Review Draft | July 2021~~
October 2021

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Appendix B.	Biological Resources Technical Memorandum, WRA 2020
Appendix C.	Dogs Environmental Impacts Whitepaper, WRA 2021
Appendix D.	Cultural Resources Records Search, WRA 2020

ACRONYMS, ABBREVIATIONS, AND UNITS OF MEASURE

AMP	Adaptive Management Plan
BAAQMD	Bay Area Air Quality Management District
CCC	California Coastal Commission
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CNEL	Community Noise Level Equivalent
CO	Carbon monoxide
CO ₂	Carbon dioxide
Commission	San Mateo County Parks and Recreation Commission
Committee	Dog Management Committee
CRLF	California red-legged frog
DR	Design Review
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
ESHA	Environmentally Sensitive Habitat Area
GGNRA	Golden Gate National Recreation Area
GHG	Greenhouse gas
LCP	San Mateo County Local Coastal Plan
MMPA	Marine Mammal Protection Act
NO	Nitrous oxide
PAD/CD	Planned Ag District/Coastal Development
PAD/DR/CD	Planned Agriculture District/Design Review District/Coastal Development District
Parks	San Mateo County Parks Department
PM-10	Particulate matter less than 10 microns
PM-2.5	Particulate matter less than 2.5 microns
RM/RMCZ	Resource Management/Coastal Zone
ROG	Reactive organic gas

SFGS	San Francisco garter snake
TMDL	Total Maximum Daily Load
tpr	Tons per year
VMT	Vehicle miles traveled
Work Group	San Mateo Parks Dog Work Group

1.0 INTRODUCTION AND PURPOSE

The San Mateo County Parks Department (Parks), as Lead Agency under the California Environmental Quality Act (“CEQA”), has prepared this Initial Study/Mitigated Negative Declaration to evaluate the potential environmental impacts of implementing the proposed Project. The purpose of the Project is to authorize off-leash dog recreation in two San Mateo County Parks: Pillar Point Bluff in Moss Beach and Quarry Park in El Granada, California.

This Initial Study/Mitigated Negative Declaration of potential environmental impacts conforms to the requirements of the CEQA, the CEQA Guidelines (California Code of Regulations 15000 et. seq.), and the regulations and policies of the County of San Mateo Parks Department.

2.0 PROJECT INFORMATION

1. Project Title:

Off-Leash Dog Recreation Pilot Program at Pillar Point Bluff and Quarry Park

2. County File Number:

3. Lead Agency Name and Address: San Mateo County Parks Department

455 County Center, 4th Floor
Redwood City, CA 94063

4. Contact Person and Phone Number:

Nicholas Calderon
(650) 599-1386 - M-F 7:30am-5pm

5. Project Location: Quarry Park and Pillar Point Bluff, San Mateo County, California

The proposed Project would take place in two public parks that are owned and operated by the San Mateo County Parks Department. Pillar Point Bluff is a 220-acre bluff top park (Figure 1) that has a 3.1-mile loop trail network that is part of the California Coastal Trail system. Pillar Point Bluff is bordered along the western edge by the Pacific Ocean and protected tidepools of the Fitzgerald Marine Reserve. The Half Moon Bay Airport and the Pillar Ridge Manufactured Home Community border the park along the eastern edge. The lands to the north and south of the park are mixed commercial and residential use areas. Please note, the Fitzgerald Marine Reserve is a separate park that is located adjacent to the Pillar Point Bluffs. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program.

Quarry Park is a 577-acre community park that is located on a eucalyptus forested, coast facing hillside. The unincorporated community of El Granada comprises its southern and western border (Figure 1). Rancho Corral de Tierra, a large natural area within the Golden Gate National Recreation Area, completes the northern border. The park includes a network of approximately eight miles of trails, a playground, community gardens, and a picnic area.

6. Assessor's Parcel Numbers and Size of Parcel:

Pillar Point Bluff – 037300010, 037300080, 037300060, 037300100, 047300120, 047300140, 047311070, 047311050, 047311999, 047312030, 047313080

Total parcel size: 220 acres

Quarry Park – 047340290, 047340020, 047340010, 047340040, 047330010, 047331010

Total parcel size: 577 acres

7. Project Sponsor's Name and Address:

Same as the Lead Agency

8. General Plan Designation:

Quarry Park – Open Space, Public Recreation, Agriculture, Institutional

Pillar Point Bluff Park – Agriculture, Public Space, Open Space, General Industrial, Commercial Recreation

9. Zoning:

Quarry Park – PAD/CD (Planned Agriculture District/Coastal Development), RM/RMCZ (Resource Management/Coastal Zone), DR (Design Review)

Pillar Point Bluff – PAD/DR/CD (Planned Agriculture District/Design Review District/Coastal Development District), RM-CZ (Resource Management-Coastal Zone)

10. Description of the Project:

Refer to Section 3.0 below.

11. Surrounding Land Uses and Setting:

Quarry Park and Pillar Point Bluff are located in the unincorporated San Mateo County Midcoast. Quarry Park is bordered on the south and west by the unincorporated community of El Granada and the City of Half Moon Bay, and is bordered on the north and east by Rancho Corral de Tierra of Golden Gate National Recreation Area (GGNRA). Pillar Point Bluff is bordered by residential areas of Moss Beach on the north, the Half Moon Bay Airport and Pillar Ridge Manufactured Home Community on the east, Pillar Point Harbor on the south, and the Pacific Ocean and Fitzgerald Marine Reserve on the west.

12. Other Public Agencies Whose Approval is Required:

San Mateo County Planning, Coastal Commission, for issuing a Coastal Development Permit-None

13. Have California Native American tribes traditionally and culturally affiliated with the Project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?: *(NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and Project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process (see Public Resources Code Section 21080.3.2.). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality).*

The Native American Heritage Commission sent letters to two tribes including: the Amah Mutsun Tribal Band of Mission San Juan Bautista, and The Ohlone Indian Tribe regarding Sacred Land File query results for the Off-leash Dog Recreation Pilot Program.



Figure 1. Study Area Regional Location Map



3.0 PROJECT DESCRIPTION

3.1 BACKGROUND

The San Mateo County Parks system has expanded in recent decades by acquiring lands that previously allowed dog recreation throughout their expanse. When these lands were incorporated into the County Parks system, the County Ordinance Code prohibited all forms of dog recreation in county parks and recreation areas. Therefore, park visitors who subsequently brought their dogs to these parks were in violation of applicable county ordinances.

In spring of 2016, the San Mateo County Parks and Recreation Commission (Commission) formed the Dog Management Committee (Committee), which was tasked with advising the Commission on the development of new dog management policies for Parks. The Committee was comprised of representatives from the Commission, Midcoast Community Council, Pescadero Municipal Advisory Council, North Fair Oaks Community Council, and dog-owner, environmentalist, equestrian, and mountain biker communities. Parks also implemented an extensive communication and community engagement process to support the Committee's work and gather further public input.

After meeting over the course of approximately 15 months, the Committee developed an overarching policy: "It is the policy of the [San Mateo County] Parks Department, in managing dog access to County parks, to promote healthy, safe, and varied experiences for all park users and to protect natural resources." The Committee also developed secondary policies for Parks to use as guiding principles in assessing which locations are appropriate for dog recreation. The secondary policies focused on education; providing a variety of experiences; avoiding conflicts; protecting preexisting uses and natural resources; managing access to playgrounds and play areas; considering new areas for dogs; enforcement; and requirements concerning leash length and the number of dogs allowed per person.

Using these policies, Parks prepared an amendment to the County Ordinance Code that was adopted by the Board of Supervisors at their October 23, 2018, meeting. The amended ordinance allows on-leash dog access on designated and signed trails in San Mateo County Parks including in: Coyote Point Recreation Area, Devil's Slide Trail, Pillar Point Bluff, Quarry Park, Mirada Surf, Junipero Serra Park, and the Coastal Trail at Fitzgerald Marine Reserve.

At the same meeting, the Board of Supervisors directed Parks to develop a recommendation for an off-leash dog recreation Pilot Program. To assist in this process, Parks created the San Mateo County Parks Dog Work Group (Work Group) which included two members of the Parks Commission, three park rangers, members of the Midcoast Community Council and Pescadero Municipal Advisory Council, and representatives from the dog owner, environmentalist, equestrian, and mountain bike communities. The goals of the Work Group were to provide recommendations to Parks regarding off-leash dog recreation pilot locations and management policies.

The Work Group held public meetings for over a year and concluded that areas for off-leash dog recreation were indeed needed in San Mateo County Parks. They proposed a 12-month Pilot Program that would allow off-leash dog recreation on the majority of trails in both Quarry Park and Pillar Point Bluff. The Work Group preferred that off-leash areas be on park trails as opposed to an enclosed off-leash dog park. Establishing off-leash areas would allow for legal recreation of off-leash dog access in county parks. There is no beach access or access to Mirada Surf as proposed as part of the 12-month Pilot Program.

In 2018, a dog off leash killed a Harbor Seal pup at Ross' Cove. Pursuant to the County Ordinance Code, dog access and recreation on the beach at the Fitzgerald Marine Reserve is strictly prohibited. Since 2018, the Parks Department has increased education and enforcement, and seen a decrease in dogs at Ross' Cove.

Using the Work Group's recommendation as a guide, Parks prepared its own Pilot Program recommendation for the San Mateo County Board of Supervisors. Parks' recommendation is detailed below in Section 3.5.1.

3.2 PURPOSE

The purpose of this Initial Study/Mitigated Negative Declaration is to evaluate the potential environmental impacts associated with the proposed amendments to the County's ordinance code regarding dog recreation (Chapter 3.68.180) and the proposed Pilot Program and Adaptive Management Plan (AMP).

Parks will use the proposed AMP to manage and monitor the off-leash dog recreation Pilot Program and to protect the environment while also accommodating the diverse and changing recreational needs of the public over time. This Initial Study/Mitigated Negative Declaration will provide CEQA coverage for off-leash dog recreation at Pillar Point Bluff and Quarry Park during and after the Pilot Program, and is not applicable to any other County parks, recreation areas, or trails.

3.3 GEOGRAPHIC SCOPE OF PILOT PROGRAM

To balance the desires of varied recreation groups and users and the biological protection of Environmentally Sensitive Habitat Areas (ESHAs), not all trails will be accessible to off-leash dog recreation during the Pilot Program. The trails proposed by Parks for the Pilot Program (Figure 2 and Figure 3) are marked in green and have been chosen because they provide loop experiences for people walking dogs off-leash while avoiding children's play areas and sensitive habitats. These trails are also largely located away from ESHA's and other sensitive environmental resources and are typically wide enough to avoid conflicts between park users. Any trail designated for off-leash dog recreation and located adjacent to an ESHA will have signage and fencing installed to prevent dogs (and other users) from disturbing habitat and wildlife while still allowing wildlife to freely move throughout the park. The trails that are marked in orange will continue to allow dogs on-leash only.

Because of formal and informal access paths leading from Ross' Cove Trail on the Pillar Point Bluff to the beach and the high potential for an off-leash dog to access the beach and threaten marine life, Parks is not recommending that off-leash dogs be allowed on Ross' Cove Trail. Mirada Surf is not included in the Pilot Program either. With that said, this Initial Study/Mitigated Negative Declaration, evaluates all trails throughout both parks for potential consideration in the program.

The Pillar Point Bluff is a 220-acre bluff top park (Figure 2) that is owned and operated by Parks. There is a 3.1-mile trail network on the bluffs that is part of the California Coastal Trail network. ESHAs that occur within the park include seasonal wetlands, and perennial ponds, ~~beaches, and tidal open water.~~ The Pillar Point Bluff is bordered along the western edge by the Pacific Ocean and protected tidepools of the Fitzgerald Marine Reserve. Half Moon Bay Airport borders the park along the eastern edge. The lands to the north and south of the park are mixed commercial and residential use areas. The tide pools at Fitzgerald Marine Reserve and the wetlands of Pillar Point Marsh are also considered by the California Coastal Commission (CCC) and the San Mateo County Local Coastal Plan (LCP) to be ESHAs. However, these areas are not part of the Pilot Program and dogs are not allowed to recreate in these areas.

Quarry Park is a 577-acre community park (Figure 3) that is located on a eucalyptus forested, coast facing hillside and contains hiking trails, playground areas, a picnic area, a community garden, and open grassy areas. ESHAs in the park include central coast arroyo willow riparian scrub, perennial ponds, ephemeral streams, intermittent streams, perennial streams, and potential seasonal wetlands. The unincorporated community of El Granada comprises the park's western and southern borders. Rancho Corral de Tierra, a 4,000-acre natural area is part of the Golden Gate National Recreation Area completes the northern border.

The unincorporated communities of Miramar and El Granada and open lands associated with it are along the Park's southern borders.

3.4 ENVIRONMENTALLY SENSITIVE HABITAT AREAS

The CCC and San Mateo County LCP designate ESHAs to protect the natural resources of particularly vulnerable areas within the Coastal Zone of San Mateo County.

The 2013 County LCP identifies sensitive habitats including: riparian corridors, wetlands, marine habitats, sand dunes, sea cliffs, and habitats supporting rare, endangered, and unique species. Parks will take steps during the Pilot Program to protect areas that meet the definition of any ESHA defined by the CCC Guidelines and the County LCP.

3.5 PROJECT ACTIONS

3.5.1 Ordinance Governing Off-Leash Dogs in San Mateo County Parks

To ensure the safety of all park users as well as the continued conservation of the natural resources at Pillar Point Bluff and Quarry Park, Parks proposes that the San Mateo County Board of Supervisors adopt the following amendments to the County Ordinance Code (Chapter 3.68):

1. Off-leash dog(s) must be under voice and sight control:
 - a) Voice and sight control requires that the owner/handler must be in control of dog(s) at all times and must be able to recall and leash dog(s) at any time.
 - b) Owner/handler must have a leash for each dog under owner/handler control.
 - c) Dog(s) must return immediately when called (maximum of 10-second return time).
2. Dog(s) must remain on designated and signed trails, within view and earshot, and no more than 25 feet away from owner/handler.
3. Dog(s) must be on-leash in developed areas (i.e., near traffic, parking lot, lawn or play field, deck, picnic areas, etc.).
4. No more than two off-leash dogs allowed per owner/handler.
5. Dogs are presumed to NOT be under control when they:
 - a) Threaten, harass, chase, or otherwise display aggression towards any person, animal, or wildlife;
 - b) Display threatening behavior;
 - c) Physically harm people directly or indirectly by their actions;
 - d) Touch or jump on other park users who have not invited or engaged in interaction with the dog; or
 - e) Do not return when called (maximum of 10-second return time).

6. Owner/handler must have physical control of dog(s) when approaching or being approached by park users not also engaged in off-leash dog recreation.

The current County Ordinance Code (Chapter 3.68) does not authorize park rangers to remove persons from a park if the situation warrants it. Therefore, Parks is seeking an amendment to Chapter 3.68 of the County Ordinance Code to allow a park ranger to remove any person from a County Park or Recreation Area for violating an ordinance. While this action would be used as a last resort, it provides park rangers with the authority necessary to act when they deem a person to be a threat towards public safety, or the natural resource. Please note, this authority would not be limited to incidents involving dogs, but rather, any incident in the parks.

3.5.2 Pilot Study and Adaptive Management Plan

Parks proposes to conduct the Pilot Program at both Pillar Point Bluff and Quarry Park for 12 months (1) to determine if the above-mentioned rules are being adhered to and (2) to make management adjustments as needed to avoid or minimize potential impacts to the environment. Environmental impacts (as defined in the 2019 CEQA Guidelines Appendix G checklist), visitor interactions, staff resources and any additional infrastructure needed (e.g., new signage), and any changes in park use will be evaluated during this pilot study.

To evaluate the impacts of the Pilot Program, an AMP has been prepared. The AMP will establish an environmental baseline and monitor impacts of the Pilot Program. The AMP is discussed further below. Parks staff are conducting random observational surveying of each park twice a week – once during the week and once on the weekend. This process will allow Parks to accurately gather information regarding compliance, behavior, and impacts during the Pilot Program.

Purpose

The purpose of the AMP is to ensure that any environmental impacts that may be created by off-leash dog recreation at Pillar Point Bluff and/or Quarry Park are minimized to the greatest extent possible, and that visitors with and without dogs are able to enjoy their experience at these San Mateo County parks. Overall, results of a whitepaper that reviewed and summarized literature on the environmental impacts of dog recreation in parks and open space (Appendix C) did not definitively conclude that dogs have a significantly greater impact on the flora and fauna found at the Pilot Program sites than human recreation. Moreover, based on the location of known and observed ESHAs and rare, threatened, and endangered plant and animal species, projected impacts of the Pilot Program are inconclusive. Thus, it will be important for Parks to monitor potential impacts with the AMP.

Key components of the AMP are the impact indicators/metrics and measurable standards that Parks staff will monitor on a recurring basis throughout the Pilot Program. The AMP would allow Parks to manage the Pilot Program in a transparent and effective manner.

The AMP's relationship to CEQA is that it is a part of the Project Description (i.e., the Pilot Program) and is intended to avoid and minimize impacts to biological resources. In this context, the Pilot Program should be thought of as a set of avoidance and minimization measures that make the Project Description as self-mitigating as possible.

Adaptive Management Plan Goals

Goal 1: Implement a plan that will be evaluated under CEQA to minimize or avoid potentially significant environmental impacts that could result from the Pilot Program.

Goal 2: Protect ESHAs; habitat for special status species; rare, threatened, and endangered plant and wildlife species; and water quality.

Goal 3: Enhance and protect visitor safety and experiences.

Goal 4: Contribute to the body of knowledge about potential environmental and social impacts associated with dogs off-leash programs.

Adaptive Management Plan Implementation

There are four steps that need to be completed before the AMP can be implemented. Each is summarized below:

1. **Public Education Program:** Parks will need to develop a public education program that involves, but is not limited to, (i) noticing the interested public that the Pilot Program is being put into effect, (ii) posting rules and regulations associated with the Pilot Program and their rationale, (iii) promoting the monitoring program and corrective actions associated (refer to item 2.4 below) with the AMP.
2. **Park Infrastructure** (e.g., signs, waste cans, physical barriers to sensitive areas): Parks will need to identify areas where signage, waste cans, and waste bags will be located. They will also need to identify areas where physical barriers (split rail fencing) are needed to prevent dogs from entering sensitive areas.
3. **Pretesting Monitoring Program:** Parks has started collecting ~~will need to collect~~ baseline information on eight proposed indicators. Some behaviors that occur over a wide-ranging area may not be suitable for monitoring via camera, so one purpose of the pretesting program will be to verify which indicators' data may be collected via camera or in-person. Another purpose is to verify standards that are measurable.
4. **Compliance and Corrective Actions:** Compliance with the AMP will be achieved by monitoring eight indicators of potential environmental impacts, comparing those indicators to standards, and taking an increasingly strict set of corrective actions if standards are not met. The actions to be taken will be determined by Parks based on the severity and impact of non-compliance. The flow chart below (Figure 4) depicts the relationship between monitoring, compliance, and corrective actions.

Indicators reflect program evaluation criteria that were established by Parks and the Dog Work Group. Standards are quantifiable measures of each indicator that trigger some type of corrective action if the subject standard is not satisfied. Standards are developed with the purpose of avoiding potentially significant impacts to biological resources and water quality. Ideally, Parks staff will observe a trend of increasing compliance relative to satisfying the standards over time. Baseline information will be needed for all indicators except visitor use; Parks already has recent visitor use data. The purpose of obtaining baseline information is to have early information on whether a standard is likely to be met or not be met. However, it should be noted the intent of baseline monitoring is not to "lower the bar" with regard to standards for each indicator. The eight indicators include the following:

1. Presence of dog waste
2. Fecal coliform levels
3. Harassment of wildlife

4. Dog entry into sensitive areas
5. Dogs traveling off trail
6. Leash compliance for on-leash trails
7. Interactions between other visitors and dogs
8. Changes in park visitation in response to visitors with off-leash dogs

It should be noted that indicator 8 does not have a standard associated with it. The intention of monitoring indicator 8 is to determine if the Pilot Program increases visitor use among people intending to allow their dogs to go off-leash in the two subject parks and reduces use among people without dogs. Table 1 summarizes the indicators, their associated standards, and the method and frequency of data collection for each.

Table 1. Monitoring Indicators and Standards for the Dogs Off-Leash Adaptive Management Plan¹

INDICATOR	STANDARD	PRIMARY ² DATA COLLECTION METHOD	MONITORING FREQUENCY AND REPORTING ACTION ³
1. Presence of dog waste (Any dog waste not in a garbage can will be counted)	No more than 20 pieces occurrences of dog waste in one month <u>(per park)</u> .	Observations and photographs by Parks staff or trained volunteers ⁴	Monitor weekly ; <u>reported bi-monthly</u> ; collect data on number of occurrences and locations with waste for all trails (on and off-leash) ³
2. Fecal coliform levels at WQ sampling locations	Presence of <u>dog associated bacteroidales</u> and E. coli shall not exceed 320 cfu/100mL at any monitoring location	In-person by RCD staff. Monitoring will occur at the sampling locations referenced in Figure 2.	<u>Monitor monthly</u> ; <u>reported bi-monthly (the ability to conduct water quality monitoring is dependent on rain)</u> ; following protocol used by the RCD and/or RWQCB. ⁵
3. Harassment ⁶³ of wildlife ⁷⁴	Dogs observed chasing or harassing wildlife three <u>two</u> times over a 60 ⁹⁰ -day period	<u>Parks staff or trained volunteer observations when they are at the park</u> ⁴ In-person observations by Parks staff or trained volunteers	Quarterly <u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³
4. Dog entry to sensitive areas, including Fitzgerald Marine Reserve and the Marsh at Pillar Point Bluff, or the pond and reservoir at Quarry Park	No dogs observed entering Parks defined and signed sensitive areas (i.e., dogs must be on leash near these areas <u>or not in area at all</u>)	<u>Parks staff or trained volunteer observations when they are at the park</u> ⁴ In-person observation by Parks staff or trained volunteers, set a two-week time period for each month	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff or trained volunteers to document sensitive areas that dogs are most likely to enter. Confirmed and creditable reports of violations.
5. Dogs traveling off trail	Dogs observed traveling at 10 feet or more off trail; verify compliance rate after baseline data collection	Remote observation, set a two-week time period, Parks staff or trained volunteer observations when they are at the park ⁴	<u>Monitor bi-weekly; reported bi-monthly</u> ; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; initial data collection to be made via Parks staff and trained volunteers to document locations where dogs most likely to go off trail. Data collected via verified reports.

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Pillar Point Bluff and Quarry Park**

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6. Leash compliance for on-leash trails	70% of parties with dogs will have their dogs on a leash on any given day.	In-person Parks staff or trained volunteer observations whenever they are at the park Parks staff or trained volunteer observations when they are at the park ⁴	Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³Quarterly; observers will walk each on-leash trail to note the proportion of dogs off-leash. Note: data for indicators 5&6 will be collected simultaneously
7. Interactions with dogs and visitors	Any dog is observed exhibiting unwelcome behavior(s) to other dogs or visitors 10 times per month per park.	In-person observation by Park staff and trained volunteers	Monitor bi-weekly; reported bi-monthly; Verifiable (e.g., rangers, trained volunteers, and other credible sources) reports of incidences. ³ Quarterly; based on verifiable (e.g., rangers, trained volunteers, and other credible sources) reports
8. Changes in park visitation in response to visitors with off-leash dogs	N/A ⁵⁸	Remote observation with cameras ²	Quarterly; Monitor bi-weekly; reported bi-monthly; initial visitors with dog counts will be made via observation. After a reliable number of counts (sample size at least 300 groups, with observations conducted over randomly selected weekend and weekdays) has been made to verify the proportion of visitors with dogs, visitor counts may be conducted via mechanical means (traffic counter or wildlife camera) ³

Notes:

1 - Management actions are not defined by the AMP but rather selected by Parks based on the impact and severity of non-compliance.

2 – Primary data collection refers to recurring data collection by Parks staff and trained volunteers. However, it is recognized members of the public may self-report various behaviors (e.g., dog off trail) and Parks will document this information as it is made available.

3 – Monitoring will occur on a weekly basis. Data will be collected twice a week at each park, but will only be published every other month.

4 – Volunteers are defined as neutral parties associated with scout groups or the San Mateo County Parks Foundation. All volunteers will be vetted and trained by the Department to ensure they are not biased.

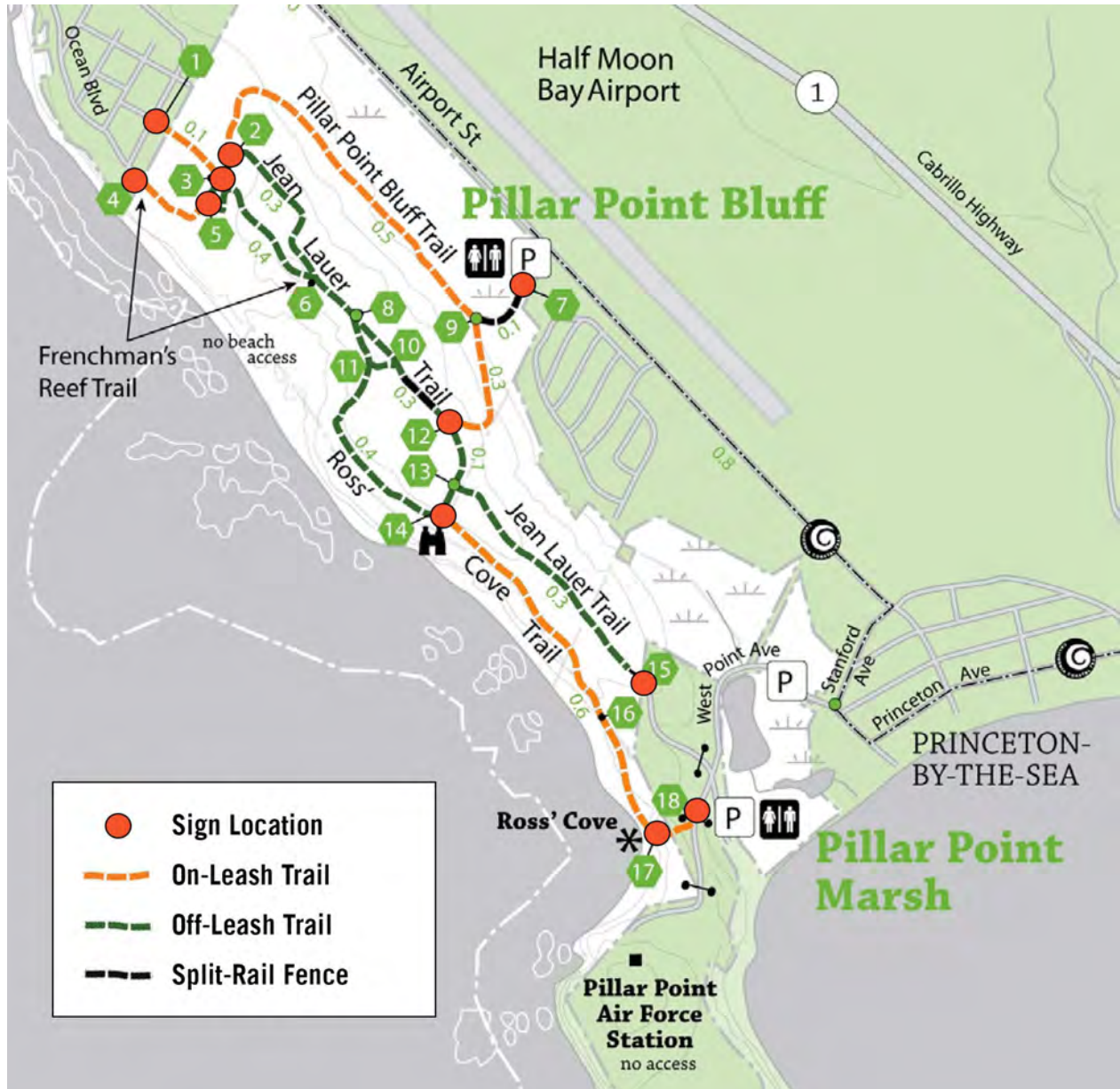
5 – Water quality testing will include a DNA analysis to determine if the source originates from a dog.

6 – From Section 3(18) of the Federal Endangered Species Act: "The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct."

74 – Any documented ~~injuring or~~ killing of wildlife, ~~dog, or person~~ by an off-leash dog ~~(to a human or another dog)~~ may result in immediate or, temporary suspension of the Pilot Program.

85 – Monitoring of visitor use is not intended to be evaluated against a standard. Collection of visitor use information has been ongoing at both parks and will continue as the AMP is being implemented. The intent of this data collection is to determine if overall visitor demographics and patterns change as a result of the Pilot Program.

9 – Observational surveying would occur to determine if more people or more dogs are being seen, as opposed to fewer people without dogs.



Source: San Mateo County Parks | Prepared By: ycai, 10/25/2021



Figure 2. Pillar Point Bluff Plan Dogs Off-Leash Pilot Program Trails



Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 3. Quarry Park Plan Dogs Off-Leash Pilot Program Trails



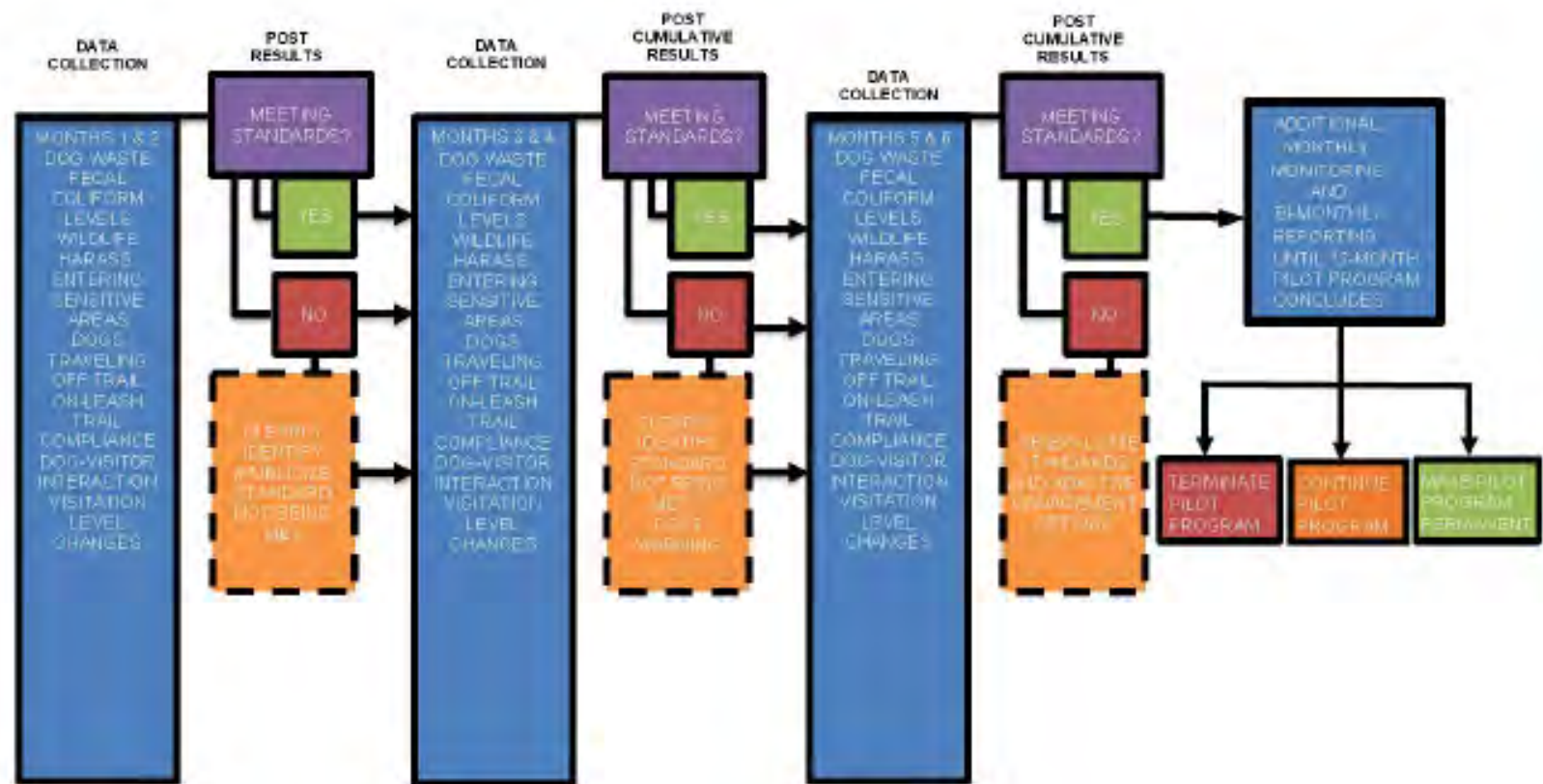


Figure 4. Adaptive Management Decision Flow Chart

3.5.3 Proposed Signs

Signs would inform visitors which trails are accessible to off-leash dogs and which trails require leashes. They will also inform users as to what the rules are, including, but not limited to, owners cleaning up after dogs, dogs must stay on trails at all times, and dogs must be under voice and sight control at all times. Initial sign locations for the Pilot Program are included in Figure 5 and Figure 6, which depicts specific signs to be used as part of Pilot Program implementation. Trailhead signs will be posted at an elevated height for initial visibility and smaller signs along trails will be shorter and mounted at pedestrian scale similar to wayfinding signs.

Parks proposes to install new signage at trailheads and at trail junctions to inform the public which areas off-leash dogs are and are not allowed. Between both parks, there will be at least 18 “Dogs On-Leash” signs, two “No Dogs In Reservoir” signs, and six “No Dogs In Playground Area” signs. At least two “No Dogs on the Beach” sign will also be added at Pillar Point Bluff.

3.5.4 Possible Outcomes of the Dogs Off-Leash Pilot Program

Parks will review the results of the Pilot Program after 12 months to determine if off-leash dog use in the parks should continue, and if so, under what conditions. If the Pilot Program is terminated no further CEQA documentation would be needed. If there are changes to the AMP or the trails designated for off-leash dog recreation, no further CEQA documentation would be required. If there are minor technical changes to the AMP (assuming the four conditions described in CEQA Guidelines Section 15162 are met), an Addendum would be required per CEQA Guidelines Section 15164 but would not require public review.



Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 5. Sign Examples





**NO DOGS
ALLOWED
ON THE
BEACH**

SMCo. Ord. 3.68.180 (a)

**NO DOGS
ALLOWED
BEYOND THIS
POINT**

SMCo. Ord. 3.68.180 (a)

Split Rail Specifications

Dimensions:

Posts: 4' above ground level, 2' below ground level, 6' apart

Crossing Beams: 8' in length, 6' on center; bottom beam is 8" to 12" above ground level

Material:

Posts and Crossing Beams: Cedar

Screws: Stainless steel

Source: San Mateo County Parks | Prepared By: eschlein, 2/25/2020

Figure 6. Split Rail Specifications and Sign Examples



4.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (☒) would be potentially affected by this proposed Project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- | | | |
|---|--|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Land Use/Planning | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Energy | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Wildfire |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Population/Housing | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

5.0 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to Projects like the one involved (e.g., the Project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project would not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required.
4. “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in 5. below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. Sources used or individuals contacted should be cited in the discussion.

5.1 AESTHETICS

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1.a Have a significant adverse effect on a scenic vista, views from existing residential areas, public lands, water bodies, or roads?			X	
<p>Discussion: In order to adequately demarcate where dogs are allowed to be off leash, where dogs have to be on leash, and what the rules and regulations are, Parks would install additional signage at trailheads and trail intersections. Signs would be installed on pre-existing fencing around playground areas at Quarry Park. Additional signs would be placed along the trails pointing out ESHAs. The signs would be designed to avoid visual impact to the naturally scenic area. The signs would not be visible from the nearby residential areas, roads, or water bodies. <u>Additional fencing would be added to ensure that dogs do not enter the areas in which they are not authorized to be off leash.</u></p> <p>Source: 3</p>				
1.b Substantially damage or destroy scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
<p>Discussion: Pillar Point Bluff is visible from State Route 1, which is eligible for State Scenic Highway designation. The proposed Project does not include any structures, except minor signs <u>and fencing</u>, and would not affect any scenic resources that could be visible from State Highway 1.</p> <p>Source: 1</p>				
1.c In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings, such as significant change in topography or ground surface relief features, and/or development on a ridgeline? (Public views are those that are experienced from publicly accessible vantage point.) If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?			X	
<p>Discussion: The proposed Project is located in non-urbanized areas. Dog waste in public park areas can degrade the visual character of the immediate surrounding area, particularly around trailheads. There may be some areas that experience digging or trampling of vegetation from off-leash dogs. The proposed Project does not include any changes to the ground surface, topography, vegetation or include any ridgeline development so any potential impacts from visible dog waste would be less than significant. Also, dogs are currently allowed in both parks and the increase in waste or digging that may result from adopting new off-leash rules would also be less than significant. A requirement of the AMP is to monitor presence of dog waste and report results to Parks management. Moreover, the County</p>				

ordinance (Chapter 3.68.180) requires that all dog waste be collected and properly disposed of. Finally, clearly displayed signage at trailheads would educate park goers of applicable regulations and help to encourage compliance regarding proper disposal of dog waste.

Source: 1, 3

1.d Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X
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Discussion: The proposed Project would not create a new source of significant light or glare that would adversely affect day or nighttime views in the area.

Source: 1

1.e Be adjacent to a designated Scenic Highway or within a State or County Scenic Corridor?			X	
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Discussion: Both of the proposed Project sites are adjacent to State Route 1 which is eligible for designation as a State Scenic Highway. For the purposes of this study, highways identified as eligible are considered scenic, but since there would be no construction involved in this proposed Project, there would be no impact to the Scenic Highway or Scenic Corridor.

Source: Caltrans. 2020. Scenic Highways. <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>. Accessed: January 22, 2020.

1.f If within a Design Review District, conflict with applicable General Plan or Zoning Ordinance provisions?				X
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Discussion: The proposed Project sites are within the Coastsides Design Review District. With the exception of installing signs about the new off-leash dog regulations and fencing, there is no construction involved for the proposed Project and the overall land use would not change. There would be no conflict with applicable General Plan or Zoning Ordinance provisions. Therefore less than significant impacts would occur.

Source: County of San Mateo – Planning and Building. 2020. Coastsides Design Review Committee. <https://planning.smcgov.org/coastsides-design-review-committee>. Accessed January 22, 2020.

1.g Visually intrude into an area having natural scenic qualities?			X	
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Discussion: Both park areas have natural scenic qualities, such as shoreline views and views over the coastal plain. The proposed Project does not include construction, vegetation removal, or any other alterations of existing visual resources. There would be no potential to visually intrude into areas having natural scenic qualities and therefore there is no impact.

Source: 1

5.2 AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forestland, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
2.a. For lands outside the Coastal Zone, convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
<p>Discussion: The proposed Project would occur within the Coastal Zone.</p> <p>Source: California Coastal Commission. 2019. Maps – Coastal Zone Boundary. https://www.coastal.ca.gov/maps/czb/. Accessed 24 January 2020.</p>				
2.b. Conflict with existing zoning for agricultural use, an existing Open Space Easement, or a Williamson Act contract?				X
<p>Discussion: The Project is proposed within two designated County Parks, neither of which have agricultural zones which are designated Planned Agricultural Zoning. or No parcels are affected by the Williamson Act and there are no proposed zoning changes associated with the proposed Project.</p> <p>Source: 2</p>				
2.c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?				X
<p>Discussion: The proposed Project does not include any proposals which could result in conversion of any lands, including farmlands to non-agricultural use nor conversions of forest land to non-forest uses associated with this proposed Project.</p> <p>Source: 1</p>				

2.d. For lands within the Coastal Zone, convert or divide lands identified as Class I or Class II Agriculture Soils and Class III Soils rated good or very good for artichokes or Brussels sprouts?				X
Discussion: No lands would be converted or divided as a result of the proposed Project. Source: 1				
2.e. Result in damage to soil capability or loss of agricultural land?				X
Discussion: There would be no conversion of agricultural lands associated with this proposed Project. Source: 1				
2.f. Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
Discussion: No lands would be rezoned as a result of proposed Project activities. Source: 1				

5.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
3.a. Conflict with or obstruct implementation of the applicable air quality plan?			X	
<p>Discussion: The proposed Project would not conflict with or obstruct implementation of any air quality plan because it would not involve the use of construction equipment or operational activity (e.g., routine off-leash dog use) that would emit substantial amounts of emissions. The draw of an off-leash natural dog area could cause an increase in vehicle emissions by increasing the number of dog owners who would travel in their vehicles to the subject parks. Estimates of future use based on 1) a survey of visitor counts conducted by Parks <u>during 2019 and 2020</u> and 2) regional population growth and dog ownership data found in Appendix A. These estimates indicate the highest daily weekend day use for all current visitors to Pillar Point Bluff is approximately 561 visitors (or about 281 weekend daily vehicle trips), and 83 visitors (or about 42 weekend daily vehicle trips) at Quarry Park. Based on an analysis of future use of the two subject parks, park visitation could increase as much as 30 percent from pre-COVID pandemic visitation levels during the off-leash dog recreation Pilot Program. This increase would result in up to 108 new vehicle trips on weekend days. Because the Pilot Program will not provide beach access for off-leash dog recreation, and because there are ample opportunities to hike with a dog off-leash elsewhere in the Bay Area, it is not anticipated to create a significant increase in vehicle miles traveled (VMT). The Bay Area Air Quality Management District (BAAQMD) Clean Air Plan stipulates that the Bay Area reduce its greenhouse gas emissions to 40 percent below 1990 levels by 2030. As of 2007, daily vehicle miles traveled in San Mateo County was estimated to be 19.4 million miles. The small increase in VMT that could be expected as a result of an additional 84 vehicle trips per day on weekend days at Pillar Point Bluff, and 24 additional vehicle trips at Quarry Park would be approximately 1,080 VMT. This estimate is based on an assumption that mostly local residents use the two parks and travel an average round trip of 10 miles. This amount would be negligible in comparison to countywide VMT. The increase in other criteria air pollutants as a result of the increase in VMT can also be considered negligible in comparison to the BAAQMD significance thresholds and would not obstruct implementation of the Clean Air Plan. Based on emission factors from the CalEEMod emissions model, the proposed Project would produce the following amounts of daily emissions:</p>				
Criteria Pollutant	Daily emissions (pounds/day)	BAAQMD standard (pounds/day)		
Reactive Organic Gases (ROGs)	2	54		
Nitrous Oxides (NO)	3	54		
Carbon Monoxide (CO)	35	None		
Particulate Matter less than 10 microns (PM-10)	9.5	82		
Particulate Matter less than 2.5 microns (PM-2.5)	2.5	54		

Source: Bay Area Air Quality Management District. April 19, 2017. Final 2017 Clean Air Plan. Mangat, T.S. 2010. Source Inventory of Bay Area Greenhouse Gas Emissions – Base Year 2007. Bay Area Air Quality Management District.				
3.b. Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non- attainment under an applicable Federal or State ambient air quality standard?			X	
Discussion: The proposed Project would not create any considerable net increase in air pollution. The Bay Area is currently under nonattainment status with regards to ozone and particulate matter pollutants. As stated above, there could be an increase in vehicle emissions as a result of increased travel to the parks, resulting in an average of 84 additional vehicle trips per day on weekend days at Pillar Point Bluff, and 24 additional vehicle trips at Quarry Park. Automobiles produce particulate matter emissions in the form of exhaust. In order to exceed the significance threshold for operational-related emissions, the proposed Project would have to create an additional 15 tons per year (tpr) of PM ₁₀ or 10 tpr of PM _{2.5} . The increase in emissions from increased VMT would not reach this threshold. Source: 1				
3.c. Expose sensitive receptors to substantial pollutant concentrations, as defined by the Bay Area Air Quality Management District?				X
Discussion: The proposed Project would not expose sensitive receptors to significant pollutant concentrations. Source: 1				
3.d. Result in other emissions (such as those leading to odors) affecting a significant number of people?			X	
Discussion: Park visitors could be exposed to the objectionable odors of dog waste if dog owners do not collect and dispose of the waste properly. Waste receptacles and potentially the areas around the receptacles could also become centers of objectionable odors if Parks is unable to empty those waste receptacles on a regular basis. The proposed Project calls for strategic placement of waste receptacles and for timely removal of dog waste, and the AMP would involve monitoring for dog waste to ensure it is removed on a regular basis. Source: Adaptive Management Plan (SMC Parks Department 2021)				

5.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
4.a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service or National Marine Fisheries Service?			X	
<p>Discussion: Database searches of Pillar Point Bluff, Quarry Park, and the surrounding areas, in combination with a 2018 Biological Resources Assessment for Quarry Park (WRA 2018), were used to determine that the following special-status wildlife species have the potential to occur during various portions of their life history within the parks' boundaries: Burrowing owl (<i>Athene cunicularia</i>, CDFW Species of Special Concern), San Francisco dusky-footed woodrat (<i>Neotoma fuscipes annectens</i>, CDFW Species of Special Concern), San Francisco garter snake (<i>Thamnophis sirtalis tetrataenia</i> [SFGS], Federal Endangered, State Endangered, CDFW Fully Protected Species), California red-legged frog (<i>Rana draytonii</i> [CRLF], State threatened, CDFW Species of Special Concern), San Francisco (saltmarsh) common yellowthroat (<i>Geothlypis trichas sinuosa</i>, CDFW Species of Special Concern), Pacific harbor seal (<i>Phoca vitulina richardsi</i>, MMPA), and California sea lion (<i>Zalophus californianus</i>, MMPA).</p> <p><i>Quarry Park</i></p> <p>Although not documented within Quarry Park's boundaries, CRLF is documented nearby in water bodies within typical dispersal distance of the park. Thus, CRLF may traverse the park or enter its wetlands during upland movements in the rainy season. Some wetlands within the park could potentially be used as aquatic breeding or non-breeding habitat. SFGS additionally has potential to occur in wetland areas, given its potential to co-occur with CRLF, one of its chief prey species. While off-leash dogs may use trails that pass near potential habitat for both of these species, stipulations of the Pilot Program and AMP (i.e., the installation of fencing and signage) would prevent dogs from entering sensitive habitat areas and disrupting the life cycles of CRLF or SFGS.</p> <p>While burrowing owl is periodically documented along the San Mateo County Coast, most observations appear to be during the non-breeding season; El Granada is not generally considered to be part of this species' breeding range. Therefore, burrowing owl would likely only use habitats within Quarry Park during brief wintering stopovers when site fidelity is lower as compared to the breeding season. Suitable habitats for this species are limited within Quarry Park, as this species requires open habitats (most of Quarry Park is forested) with California ground squirrel (<i>Otospermophilus beecheyi</i>) burrows or surrogates.</p>				

Pillar Point Bluff

CRLF has been documented within Pillar Point Marsh and may traverse upland areas during dispersal movements. SFGS additionally has the potential to occur within ESHAs at Pillar Point Bluff, given that it often co-occurs with CRLF as a prey source. Potential habitat for SFGS and CRLF within Pillar Point Bluff is located in ESHAs near the parking lot and is thus not located in areas that would be impacted by proposed off-leash trails. The one possible exception to this is the seasonal wetland to the east of the Jean Lauer trail, which may provide habitat for CRLF during certain portions of the year and is in close proximity to a proposed off-leash trail. While off-leash dogs may use trails that pass near potential habitat for both of these species, stipulations of the Pilot Program (i.e., the installation of fencing and signage) would prevent dogs from entering sensitive habitat areas and disrupting the life cycles of CRLF or SFGS.

Neither the Pacific harbor seal or sea lion occur in areas of the park proposed for off-leash dog use, however, a Harbor Seal pup was killed by a dog in 2018. ~~But b~~Because the potential exists for an off-leash dog to enter the beach at Ross' Cove, located west of Pillar Point Bluff, ~~less than possible significant~~ impacts could occur. Due to the proximity of marine life at Ross' Cove to trails proposed to be included in the Pilot Program, signage is necessary to inform users with dogs of the risk.

Resources applicable to both Pillar Point Bluff and Quarry Park

San Francisco dusky-footed woodrat would typically only occur in off-trail areas, specifically in areas of dense underbrush with plentiful sticks for nest building. Even if off-leash dogs were to traverse off-trail areas, impacts to nests or individuals of this species would be unlikely given the difficulty of accessing nest sites in many cases.

Impacts to special-status nesting birds would be less than significant as a result of this project, due to the fact that nesting habitats for the species in question (i.e., salt-marsh areas, larger trees) are generally not present in areas proposed for off-leash use or are inaccessible by off-leash dogs.

While the Pilot Program and Adaptive Management Plan include strategies to protect ESHAs and avoid impacts, there remains the chance that adverse impacts could occur. However, any possible impacts would be at less than significant levels. By adhering to the conditions described in the AMP, including sufficient signage and fencing, the proposed Project would not have substantial adverse effects on special status species. The AMP outlines a monitoring program of these and other indicators, and includes corrective actions if standards associated with these indicators are not met after several periods of monitoring (Figure 4).

Source: Appendix B

4.b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service or National Marine Fisheries Service?			X	
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Discussion: The sensitive natural communities that occur within the two parks are listed and described in the attached Biological Resources Technical Memorandum (WRA 2020). Additional wetlands and a coastal terrace prairie not included in this memorandum would receive the same level of protection as other identified sensitive areas. All the sensitive habitat areas would be clearly marked with newly

installed signs and dogs would not be allowed off-leash in these areas. Implementation of the AMP (which includes the installation of signage and exclusion fencing to protect sensitive areas) would determine if further action needs to be taken to help protect the areas from trampling and other disturbances caused by off-leash dogs.

Source: WRA, Inc. February 2020. Biological Resources Technical Memorandum.

4.c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

X

Discussion: Proposed Project activities would not result in the removal, filling, or hydrological interruption of federally protected wetlands. It should be noted that WRA staff observed a wetland, approximately 20 by 30 feet in size, not previously noted in the BTR (Appendix B). Noting the presence of this previously undetected wetland does not result in a Noting the presence of this previously undetected wetland does not result in a new or more substantial impact. The proposed Project would make use of the existing trail network, so no new construction, aside from installing fencing and signage, would take place and there would be less than significant impacts to all protected wetlands, including the new wetland area identified by WRA staff on 9/23/21.

Source: Appendix B

4.d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?

X

Discussion: Dogs currently use the subject trails and have for several decades. Based on the findings of the whitepaper, (Appendix C) it is likely that any changes to wildlife movement that may result from the Pilot Program have already occurred due to years of previous unrestricted dog use. Additionally, minor increases in use by visitors with dogs that may occur as a result of the off-leash Pilot Program would likely not be enough to result in substantial new interference with wildlife movements. Should park visitors comply with the rules and regulations pertaining to off-leash dog recreation, there would be little difference, if any, from the current presence of dogs in the subject parks. The presence of dogs in general is what much of the literature reviewed for the whitepaper (Appendix C) found to deter wildlife and interrupt movements, and the difference between impacts created by dogs on leash versus off-leash are unsubstantiated. As there are already dogs present, no additional impacts are anticipated. The proposed Project's would not interfere with the movement of any fish or wildlife species or impede the use of native wildlife nursery sites. The proposed Project would make use of the existing trail network and would not construct anything that would impede the movement of species throughout the area. The proposed Project would also add fencing and signage to prevent dogs from interfering with wildlife movements. As such, there would be less than significant impacts on short-distance movements of local or transient migratory species.

Source: Appendix C

4.e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including the County Heritage and Significant Tree Ordinances)?			X	
<p>Discussion: Sections 7.1-7.19 of the San Mateo County Local Coastal Program dictate the necessary environmental precautions that must be taken to minimize adverse impacts to sensitive environmental resources, including wetlands and other sensitive habitats. It states that as part of the development review process for permanent land uses, the applicant shall be required to demonstrate that there will be no significant impact on sensitive habitats. When it is determined that significant impacts may occur, the applicant must provide a report prepared by a qualified professional which provides: (1) mitigation measures which protect resources and comply with the policies of the Shoreline Access, Recreation/Visitor-Serving Facilities and Sensitive Habitats Components, and (2) a program for monitoring and evaluating the effectiveness of mitigation measures.</p> <p>All ESHAs located within Quarry Park and Pillar Point Bluff would be protected in accordance with the policies set forth in Sections 7.1-7.19 of the LCP. All protected areas and plant species listed in the LCP would be addressed and protected. The proposed Project involves evaluation of a Pilot Program and would not conflict with the LCP; therefore, there would be a less than significant impact.</p> <p>Source: County of San Mateo Local Coastal Program Policies. – June 18, 2013. https://planning.smcgov.org/sites/planning.smcgov.org/files/documents/files/SMC_Midcoast_LCP_2013.pdf. Accessed February 6, 2020.</p>				
4.f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or State habitat conservation plan?				X
<p>Discussion: There is a State Marine Reserve and a State Marine Conservation Area offshore of Pillar Point Bluff. In these areas no recreational or commercial uses are allowed, and thus they are managed to avoid any potential human use impacts on wildlife species. There are no applicable Habitat Conservation or Natural Conservation Community plans for the two parks; therefore, there would be no impact.</p> <p>Source: 1</p>				
4.g. Be located inside or within 200 feet of a marine or wildlife reserve?			X	
<p>Discussion: <u>The Fitzgerald Marine Reserve is a separate park that is located adjacent to the Pillar Point Bluffs. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program</u>Sections of Pillar Point Bluff are located within the Fitzgerald Marine Reserve. Offleash dogs would not be allowed on the beach or near the ESHA beach and tidepool area; therefore, the impact would be less than significant.</p> <p>Source: 3</p>				
4.h. Result in loss of oak woodlands or other non-timber woodlands?				X

Discussion: There would be no loss of any woodlands as a result of this Project; therefore, there would be no impact to oak woodlands or other non-timber woodlands.

Source: 3

5.5 CULTURAL RESOURCES

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
5.a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Section 15064.5?		X		
<p>Discussion: Results of the California Historical Resources Information System search conducted in March 2020 indicated that there are known, documented historical, archaeological, or cultural resources in or near both parks. There are six documented resources in or near Pillar Point Bluff, and one documented resource near or in Quarry Park (Appendix D). Although the proposed Project does not involve construction activity, there remains the possibility that it could unearth, expose, or disturb known or previously unknown archaeological resources and human remains. If such archaeological deposits are present in either of the two parks and are found to qualify as archaeological resources pursuant to CEQA Guidelines Section 15064, impacts of the proposed project on archaeological resources could be potentially significant. If such previously unknown human remains are present in the proposed project site, any impacts on the human remains resulting from the proposed Project would be potentially significant if those remains were disturbed or damaged.</p> <p>Such potentially significant impacts would be reduced to less-than-significant levels with implementation of Mitigation Measures CUL-1 and CUL-2, outlined below.</p> <p>Mitigation Measure CUL-1: Accidental Discovery of Archaeological Resources</p> <p>If indigenous or historic-era archaeological resources are encountered during proposed project development or operation, all activity within 100 feet of the find shall cease and the find shall be flagged for avoidance. Parks and a qualified archaeologist, defined as one meeting the U.S. Secretary of the Interior’s Professional Qualifications Standards for Archeology, shall be immediately informed of the discovery. The qualified archaeologist shall inspect the find within 24 hours of discovery and notify Parks of their initial assessment.</p> <p>If Parks determines, based on recommendations from the qualified archaeologist, that the resource may qualify as a historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5), or a tribal cultural resource (as defined in PRC Section 21074), the resource shall be avoided if feasible. Avoidance means that no activities associated with the proposed project that may affect cultural resources shall occur within the boundaries of the resource or any defined buffer zones. If avoidance is not feasible, Parks shall consult with appropriate Native American tribes (if the resource is indigenous), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery or other measures. Treatment for most resources would consist of, but would not be limited to sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource. The resource and treatment method shall be documented in a professional-level technical report to be filed with the California Historical Resources Information System. Work in the area may commence upon completion of approved treatment and under the direction of the qualified archaeologist.</p>				

Mitigation Measure CUL-2: Accidental Discovery of Human Remains

If human remains are uncovered, all visitor use shall immediately halt within 100 feet of the find and the San Mateo County Coroner shall be contacted to evaluate the remains and follow the procedures and protocols set forth in CEQA Guidelines Section 15064.5(e)(1). If the county coroner determines that the remains are Native American, the County shall contact the California Native American Heritage Commission, in accordance with California Health and Safety Code Section 7050.5(c) and PRC Section 5097.98. As required by PRC Section 5097.98, Parks shall ensure that further development activity avoids damage or disturbance in the immediate vicinity of the Native American human remains, according to generally accepted cultural or archaeological standards or practices, until Parks has conferred with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

Source: Resource Assessment for Pillar Point Bluff, Go Native Nursery LLC. August 2003, CHRIS search for Pillar Point Bluff and Quarry Park, 2020.

5.b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Section 15064.5?

X

Discussion: The proposed Project would not impact the significance of any archaeological resources since it would not involve substantial ground disturbing activities. However, in the unlikely event that archaeological resources are found, **MM CUL-1**, described above, shall be implemented.

Source: Appendix D

5.c. Disturb any human remains, including those interred outside of formal cemeteries?

X

Discussion: The proposed Project would not disturb any human remains since it does not involve substantial ground disturbing activities. However, in the unlikely event that remains are exposed, **MM CUL-2**, described above, shall be implemented.

Source: 1

5.6 ENERGY

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
6.a Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?			X	
<p>Discussion: The proposed Project would not require the use of diesel and other fuels for trucks and equipment since there would not be any construction. In 2011, gasoline and diesel consumption for San Mateo County totaled to roughly 311 million gallons. Annual fuel consumption associated with the proposed project would be from increased vehicle trips discussed in the air quality section. The total approximate fuel consumption from these increased trips would be approximately 10,660 gallons, which is equivalent to roughly 0.000035% of the total gasoline and diesel consumption for San Mateo County in 2011.</p> <p>Source: 1 https://www.epa.gov/automotive-trends/highlights-automotive-trends-report; accessed 3/27/21</p>				
6.b Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.			X	
<p>Discussion: There would be no construction related energy usage for the proposed Project. There would be negligible increase in energy consumption compared to the total amount of fuel consumed in San Mateo County in 2011.</p> <p>Source: 1</p>				

5.7 GEOLOGY AND SOILS

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
7.a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving the following, or create a situation that results in:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other significant evidence of a known fault?				X
<p>Discussion: There are several known fault lines in San Mateo County as delineated by the California Geologic Survey (California Department of Conservation) with the San Andreas Fault being the only fault identified by the Alquist-Priolo Earthquake Fault Zoning Act (CDC 2015). The Seal Cove Fault is delineated through Pillar Point Bluff, but there has not been recorded displacement along this fault in at least the past 11,700 years. Both parks are currently used for outdoor recreation and the proposed Project is consistent with this use. Both sites are lightly developed with park amenities including, restroom facilities, fencing, picnic sites, playground equipment, and designated trails. No new buildings, structures, or roads would be constructed as a result of proposed Project. As such, the proposed Project would not expose people or structures to any additional risk associated with seismic activity beyond those risks that currently exist in the Project area.</p> <p>Source: 1</p>				
ii. Strong seismic ground shaking?				X
<p>Discussion Ground shaking is a key geologic hazard associated with seismic activity and is influenced by soil type. The proposed Project is consistent with existing park uses and would not involve construction of new facilities that would be occupied by park visitors. Thus, the proposed Project would not place people or structures at greater risk to unstable soils and ground shaking that may result from seismic activity.</p> <p>Source: 1</p>				
iii. Seismic-related ground failure, including liquefaction and differential settling?				X
<p>Discussion: Soil liquefaction is a phenomenon primarily associated with saturated, cohesionless soil layers located close to the ground surface. During liquefaction, soils lose strength and ground failure may occur. According to the Association of Bay Area Governments Resilience Program hazards mapping, the two Project parks are located within areas designated as “very low” to “moderate” potential for liquefaction (ABAG 2021a). However, the proposed Project would not add structures or</p>				

other features that would influence liquefaction hazards at the two subject parks, nor would it place visitors or structures at increased risk from potential liquefaction hazards.

Source: 1, 4

iv. Landslides?				X
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Discussion: Potential seismic-related landslide hazards either have not been mapped or are highly unlikely in the two Project parks (ABAG 2021b). Given the low likelihood of seismic-related landslides, the proposed Project would not increase the risk to people and/or structures beyond existing risk levels.

Source: 4

v. Coastal cliff/bluff instability or erosion?			X	
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Discussion: Quarry Park is not located along the coast and as such has no coastal cliffs or bluffs. The proposed Project would not expose recreational users to any new hazards that may result from coastal cliff/bluff instability or erosion at this site. However, Pillar Point Bluff is located along a coastal bluff and is subject to instability and erosion particularly during storm conditions. In addition, bluff instability from large storms/heavy rain fall can be adversely impacted for several years as impacted soil stability is re-established (Cotton, Shires and Associates, Inc. 2016). Given existing hazards, the County of San Mateo Parks Department currently notifies visitors of potential erosion issues (CSMPD 2017) and requires dogs to be kept on a leash near the coastal bluffs (note: per current policies, all dogs must be kept on leash at Pillar Point). In addition, visitors are not permitted to access Ross' Cove from Pillar Point Bluff, which lessens the chance of injury due to bluff instability. The proposed Project would not expose visitors to new hazards, though implementation would result in a continuation of impacts that are less than significant. While additional mitigation measures are not required, continued public notification, temporary closures (if/when needed), and on-leash rules near the coastal bluffs (with adequate enforcement) are recommended. Compliance with all applicable rules and regulations will help mitigate any potential adverse impacts.

Source: 3

7.b. Result in significant soil erosion or the loss of topsoil?				X
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Discussion: Trail use including on-leash dog walking, is established at both parks. While there is an abundance of literature about trail uses and their contributions to erosion (Hammit and Cole 1998), there is no evidence that dogs (on- or off-leash) add to or exacerbate trail use-related erosion (Appendix C). The proposed Project and the introduction of off-leash dog use is not anticipated to have any discernable impacts on the amount of soil erosion beyond those that may be currently caused by typical trail-related activities at both parks.

Sources: 1, 5

7.c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, severe erosion, liquefaction or collapse?				X
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Discussion: The proposed Project would only utilize existing trails and trailheads. No new trails would be constructed, and as such, the proposed Project would not modify any soils or geologic conditions that could cause instability or collapse. Additionally, current park rules and the policies outlined in the AMP would ensure that visitors with off leash dogs remain on trails (any issues of noncompliance may result in greater restrictions regarding off leash privileges). This would limit the potential that new off-leash dog use would impact any potentially unstable soil areas at both parks.

Sources: 1, 7

7.d. Be located on expansive soil, as defined in Table 18-1-B of Uniform Building Code, creating substantial risks to life or property?

X

Discussion: The proposed Project includes some existing trails that are on expansive soils. However, expansive soils under a trail do not create a significant risk to life or property. Additionally, the proposed Project does not include any new trail construction.

Source: 1

7.e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

X

Discussion: There are no septic tanks or wastewater disposal systems associated with this Project and therefore there is no impact.

Source: 3

7.f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

X

Discussion: There are no unique paleontological resources or unique geologic features located within the Project area and therefore there would be no impact.

Source: 1

5.8 CLIMATE CHANGE

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
8.a. Generate greenhouse gas (GHG) emissions (including methane), either directly or indirectly, that may have a significant impact on the environment?			X	
<p>Discussion: San Mateo County Parks are attractive open spaces for local residents and others living in the broader San Francisco Bay Area. However, there are other opportunities to hike with dogs off leash in the Bay Area, so this is not the only potential regional destination. Fort Funston, Crissy Field and Land's End in San Francisco, sections of the Marin Headlands in Sausalito, and various locations throughout the East Bay Regional Park System allow off-leash dogs year-round (Appendix A). The proposed Project could bring more people from throughout the area to Quarry Park and Pillar Point Bluff. Those who travel in personal vehicles to the parks would be contributing to GHGs through vehicle emissions but the estimated increase in park visitation would be an additional 84 vehicle trips per day on weekends at Pillar Point Bluff and 24 vehicle trips at Quarry Park. Therefore, the estimated increase in vehicle trips would not exceed the emissions threshold of 1,100 metric tons per year of CO₂ equivalents to require mitigation.</p> <p>Source: Appendix A, Bay Area Air Quality Management District, May 2017, CEQA Air Quality Guidelines, Accessed February 25, 2020 https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en</p>				
8.b. Conflict with an applicable plan (including a local climate action plan), policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
<p>Discussion: The Project would not conflict with the San Mateo County General Plan's Energy and Climate Change Element.</p> <p>Source: San Mateo County. San Mateo County Climate Action Plan. June 2013. https://planning.smcgov.org/sites/planning.smcgov.org/files/documents/files/Energy%20%26%20Climate%20Change%20Element.pdf. Accessed February 14, 2020.</p>				
8.c. Result in the loss of forestland or conversion of forestland to non-forest use, such that it would release significant amounts of GHG emissions, or significantly reduce GHG sequestering?				X
<p>Discussion: There would be no loss or conversion of forestland as a result of the proposed Project.</p> <p>Source: 3</p>				

8.d. Expose new or existing structures and/or infrastructure (e.g., leach fields) to accelerated coastal cliff/bluff erosion due to rising sea levels?				X
Discussion: There are no additional structures that would be constructed that would be occupied by visitors as a result of the proposed Project. Source: 3				
8.e. Expose people or structures to a significant risk of loss, injury or death involving sea level rise?				X
Discussion: The proposed trails are at high enough elevations that they would not be threatened by expected sea level rise. Sources: 1, 6				
8.f. Place structures within an anticipated 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
Discussion: Neither of the parks within the Project area boundaries are within an anticipated 100-year flood hazard area. There are no additional structures that would be constructed as a result of the proposed Project.				
8.g. Place within an anticipated 100-year flood hazard area structures that would impede or redirect flood flows?				X
Discussion: There are no additional structures that would be constructed as a result of the proposed Project. Source: 3				

5.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
9.a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (e.g., pesticides, herbicides, other toxic substances, or radioactive material)?			X	
<p>Discussion: No hazardous materials would be transported, used, or disposed of as a result of proposed Project activities. The proposed Project includes implementation of an off-leash dog recreation Pilot Program and Adaptive Management Plan that focuses on seven indicators of potential environmental impacts, and none of these indicators involve use of hazardous materials.</p> <p>Sources: 3, 7</p>				
9.b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
<p>Discussion: The proposed Project does not include the use of or handling of any hazardous materials that could result in the reasonably foreseeable accident conditions that could cause the unexpected release of hazardous materials into the environment.</p> <p>Source: 3</p>				
9.c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
<p>Discussion: The closest school to the Project area is El Granada Elementary school which is approximately one-quarter mile from the Project site. There are no hazardous emissions, hazardous materials, substances, or waste associated with the proposed Project.</p> <p>Source: 1</p>				
9.d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	

Discussion: The Department of Toxic Substances Control (DTSC) listed an air strip within the boundary of Pillar Point Bluff as a potentially hazardous area. The air strip includes two abandoned underground storage tanks buried beneath a concrete slab. The potential contaminants of concern are diesel and gas in the soil. The DTSC deemed that no further cleanup action was needed as of January 31, 2014. The proposed Project would not create a new significant hazard to the public or the environment from exposure to this site. While the DTSC lists three other potentially hazardous sites in the vicinity of Pillar Point Bluff (one site) and Quarry Park (two sites), none of these sites are within the boundaries or directly adjacent to either Project site.

Source: Department of Toxic Substances Control. Envirostor. Accessed February 14, 2020.

https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site_type=CSITES,FUDS&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29.

9.e. For a Project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the Project area?

X

Discussion: Pillar Point Bluff is adjacent to the Half Moon Bay Airport. The airport land use plan asserts that the highest noise level that **would** be transmitted within the Project area is 60 CNEL (Community Noise Equivalent Level). This noise level is considered low according to the State of California Office of Planning and Research. There would be no change in the current noise level of the subject parks. Excessive noise would not result in any additional safety hazard to park goers. Less than significant impacts would occur.

Source: 1, 8

9.f. Impair implementation of or physically interfere with an adopted **emergency** response plan or emergency evacuation plan?

X

Discussion: The proposed Project would not impair implementation or physically interfere with adopted emergency response or evacuation plans for San Mateo County or any of the local communities in proximity to the two Project sites. Neither Pillar Point Bluff nor Quarry Park are currently used for emergency access. Furthermore, no element of the proposed Project would change or disrupt vehicular or pedestrian traffic in a way that would have the potential to interfere with emergency response or evacuation in the area.

Source: 1

9.g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

X

Discussion: San Mateo County Parks has an existing fire fuel reduction and fire preparedness program to help foster forest health and community safety throughout its parks (San Mateo County 2021). The program includes specific provisions for reducing the risk of wildland fires at Quarry Park and Pillar Point Bluff including vegetative treatments (primarily aimed at controlling eucalyptus) and creating fuel breaks throughout the park (San Mateo County 2020). The proposed Project would not further

expose people or structures, directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires beyond those risks that currently exist.

Source: 1

9.h. Place housing within an existing 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
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Discussion: There would be no housing constructed as a result of proposed Project activities.

Source: 3

9.i. Place within an existing 100-year flood hazard area structures that would impede or redirect flood flows?				X
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Discussion: There will be no additional structures constructed as a result of the proposed Project.

Source: 3

9.j. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
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Discussion: There is an existing dam in Quarry Park. The proposed Project's activities will not change existing conditions or expose people to additional risk of loss, injury, or death involving flooding.

Source: 1

9.k. Inundation by seiche, tsunami, or mudflow?			X	
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Discussion: In general, both Pillar Point Bluff and Quarry Park are outside of the delineated tsunami hazard area (CA Department of Conservation 2021). The beach at the base of Pillar Point Bluff – Ross' Cove (part of the Fitzgerald Marine Reserve/Montara State Marine Preserve) – is within a tsunami hazard zone but is not within the proposed Project boundary. The small portion of Quarry Park that extends into the community of El Granada (part of the Wicklow Property acquisition) lies within the Tsunami Emergency Response Planning Zone. In the event of a tsunami, the Maritime Tsunami Response Playbook for Half Moon Bay/Pillar Point Harbor recommends that everyone be evacuated from the tsunami area and seeks higher ground. It also recommends a list of possible mitigation measures (e.g., fortify and armor breakwaters, evacuate public/vehicles from water-front areas, etc.) that may help reduce the risk of impacts from tsunamis (San Mateo County Harbor District 2015). However, the San Mateo County General Plan notes that no tsunamis have been known to strike San Mateo County. The proposed Project activities would not exacerbate tsunami risk at either site or authorize off-leash dog recreation at Ross' Cove. Therefore, the impact would be less than significant.

Sources: 1, 4

5.10 HYDROLOGY AND WATER QUALITY

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
10.a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality (consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash))?		X		
<p>Discussion: Since 2002, the nearby beaches of Pillar Point Harbor and Venice beach have been added to the 303(d) list by the California Regional Water Quality Control Board for impairment from elevated levels of indicator bacteria. San Vicente Creek, which drains into the waters adjacent to the Fitzgerald Marine Reserve, is also on the 303(d) list as impaired by elevated levels of fecal indicator bacteria. As of May 2016, the Fitzgerald Marine Reserve was removed from the 303(d) list (SFBRWQCB 2016).</p> <p>Poor water quality due to excessive levels of <i>Enterococcus</i> bacteria poses potential health risks to people who swim in contaminated waters and marine mammals. <i>Enterococcus</i> bacteria are indicators of fecal waste contaminations. To improve water quality, the San Francisco Bay Regional Water Quality Control Board recently developed a Total Maximum Daily Load (TMDL) and Implementation Plan that dictates allowable levels of bacteria that can enter Pillar Point Harbor (SFBRWQCB 2021). The TMDL establishes a geometric mean numeric target of 30 cfu/100mL (colony forming unit per 100 milliliters) for <i>Enterococci</i> bacteria levels. The geometric mean is based on a minimum of five samples collected during a 6-week period and calculated on a weekly basis. This standard must be adhered to in order to ensure that water quality is not further degraded.</p> <p>Dog waste contains <i>Enterococcus</i> and other bacteria, including <i>Cryptosporidium</i>, <i>Giardia lamblia</i>, <i>Salmonella</i>, and <i>E. coli</i>. All these bacteria are known pathogens that can cause illnesses in humans (GGNRA 2013). These bacteria do not biodegrade and can persist in water for extended periods of time. One water quality study conducted in an off-leash dog area in Jefferson County, Colorado showed that bacterial contamination in the off-leash area exceeded state limits by as much as 20 times the acceptable level as compared to a reference site. The highest contamination levels occurred during the months where park attendance was highest and when rainfall was lowest (Jefferson County 2017).</p> <p>Dog waste also adds excess nitrogen and phosphorus into the ecosystem, which could affect marine life in the Fitzgerald Marine Reserve. Excess nutrient input into waterways can lead to eutrophic conditions causing algal blooms. The current ordinance requiring all dog owners/guardians to collect and properly dispose of wastes would remain in effect during implementation of the proposed Project. As evidenced by the need for a TMDL, the water quality of the region is already degraded due to several reasons, including, but not limited to, agricultural runoff from within the watershed. While the proposed Project may potentially increase nutrient loads and/or bacterial input into the system, this impact is likely to be minimal in comparison to existing inputs (SFBRWQCB 2017).</p>				

To help determine if the proposed Project contributes excess nutrients and/or bacteria into area watery, the AMP calls for water quality testing to be conducted in Pillar Point Marsh and low in the Quarry Park watershed. This monitoring would be used to determine baseline levels of pathogens in the system and to identify if additional mitigation measures are needed. Water quality monitoring would continue throughout the 12-month Pilot Program associated with the proposed Project to determine if coliform and nutrients levels exceed the prescribed limitations. Should water quality sampling determine that fecal coliform levels exceed the acceptable range as determined by the San Francisco Bay Regional Water Quality Control Board, progressive management actions will be required to reduce impacts to water quality. The water quality testing methodology is briefly described in the ~~attached~~ AMP.

Sources: [GGNRA] Golden Gate National Recreation Area. 2013. Draft Dog Management Plan / Supplemental Environmental Impact Statement.

Jefferson County, Colorado. August 9, 2017. Elk Meadow Dog Off-Leash Area Report.
<https://www.jeffco.us/DocumentCenter/View/9580/Elk-Meadow-Park-DOLA-Final-Report-8-14-17?bidId=>. Accessed February 2020.

San Francisco Bay Region Water Quality Control Board. 2016. Resolution No. R2-2016-0024 Supporting Implementing a Water Quality Improvement Plan to Achieve Water Quality Objectives for Bacteria in San Vicente Creek, and Recommending Delisting of the Fitzgerald Marine Reserve for Bacteria Pursuant to Section 303(d) of the Clean Water Act.

San Francisco Bay Regional Water Quality Control Board. December 2017. Chapter 3: Water Quality Objectives.
https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/planningtmdls/basinplan/web/bp_ch3.html. Accessed February 2020.

SF Bay Water Board. October 2020. Pillar Point Harbor and Venice Beach Bacteria TMDL.
https://www.waterboards.ca.gov/rwqcb2/water_issues/programs/TMDLs/PPH_TMDL.html. Accessed October 2020.

10.b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

X

Discussion: The proposed Project would not involve any activities that would deplete groundwater supplies or interfere with groundwater recharge. Furthermore, the proposed Project does not involve any substantial ground disturbance that could affect groundwater supply or recharge.

Source: 1

10.c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would:

i. Result in substantial erosion or siltation on- or off-site;

X

Discussion: The proposed Project does not involve any earth-moving and/or ground-disturbing activities. As such, it would not alter drainage patterns and/or result in substantial erosion or siltation of area waterways.

Source: 1

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

X

Discussion: Since the proposed Project will not alter existing drainage patterns, it will not substantially increase the rate or amount of surface runoff.

Source: 1

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

X

Discussion: The proposed Project would not create new impervious surfaces, nor does it involve grading. As such, it would not increase the amount of runoff entering stormwater drainage systems.

Source: 1

iv. Impede or redirect flood flows?

X

Discussion: As noted previously, there would be no change in topography in the two subject parks as a result of proposed Project activities. There will be no change in topography as a result of Project activities, therefore there will be no impact.

Source: 1

10.d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?

X

Discussion: As noted in Hazards and Hazardous Materials, most of Pillar Point Bluff and Quarry Park are outside of delineated tsunami hazard areas. The beach below Pillar Point Bluff (not within the proposed Project boundary) and the small portion of Quarry Park that extends into El Granada toward Half Moon Bay is in a tsunami zone. If this area of Quarry Park were to be inundated in a tsunami event, there would be the potential for dog waste to enter the water supply (assuming visitors do not comply with dog waste collection regulations). County ordinances require dog owners to collect dog waste, so the introduction of waste due to tsunami inundation would be less than significant if dog owners comply. Additionally, and as noted in the San Mateo County General Plan, no tsunamis have been known to strike San Mateo County, further limiting the potential impact from uncollected dog waste during a flood event.

Source: 4

10.e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	
<p>Discussion: The proposed Project activities would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. That said, as noted previously, dog waste contains harmful bacteria that may influence water quality. The recently approved TMDL for Pillar Point Harbor and Venice Beach sets a geometric mean limit of 30 cfu/100 mL for <i>Enterocci</i> bacteria. To help ensure that the proposed Project does not substantially contribute to increases in harmful bacteria levels that would potentially conflict with this established water quality threshold, a water quality monitoring plan has been developed as part of the AMP. This monitoring would be used to determine if runoff from the Project sites contains high levels of bacteria and if so, recommends appropriate corrective actions to ensure these impacts remain less than significant.</p> <p>Sources: 1, 7</p>				
10.f. Significantly degrade surface or groundwater water quality?			X	
<p>Discussion: At Pillar Point Bluff, the Pillar Point Bluff Trail goes through a wetland area on the eastern border of the site adjacent to the Half Moon Bay Airport (Figure 3). Waters from the marsh within the park boundary adjacent to Pillar Point Marsh flow into Pillar Point Marsh, as well as into an aquifer that serves as a major water source for the Montara Water and Sanitary District and the Coastside County Water District (Go Native Nursery LLC 2003). While dog owners are currently responsible for collecting their dog waste and would continue to be under the proposed Project, the potential introduction of excessive uncollected dog waste from off-leash dogs could negatively affect surface water quality in the marshes, and thereby also has the potential to contaminate the underlying aquifer and associated water supplies. Though this is possible, it is unlikely. <u>Fencing and signage would also be installed in order to keep dogs out of unauthorized areas.</u></p> <p>The existing trails in Quarry Park include several stream crossings. The Quarry and Vista Point trails each have four stream crossings and the South Ridge trail has one stream crossing. All of these streams are classified as either intermittent or ephemeral. During the wet season when these streams are flowing, there is the possibility of uncollected dog waste entering the surface water stream. Dogs on-leash are currently allowed on these trails and their owners are responsible for collecting dog waste. As noted above in the air quality section, the proposed Project would result in a modest increase of off-leash dogs on these trails, thus the potential increase in uncollected dog waste is expected to be minimal.</p> <p>At both Pillar Point Bluff and Quarry Park, if water quality testing consistently shows elevated bacteria levels during monitoring for the AMP Parks may implement additional limitations or other corrective actions on dog owners to protect water quality. The additional limitations would be developed as necessary.</p> <p>Source: Resource Assessment for Pillar Point Bluff, Go Native Nursery LLC. August 2003.</p>				
10.g. Result in increased impervious surfaces and associated increased runoff?				X
<p>Discussion: There would be no increase in impervious surfaces as a result of proposed Project activities. No impacts would occur.</p> <p>Source: 3</p>				

5.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
11.a. Physically divide an established community?				X
Discussion: The Project would not physically divide an established community. Source: 3				
11.b. Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	
Discussion: The San Mateo County Local Coastal Program outlines policies to protect natural communities within the Coastal Zone, including ESHAs. Section 7 of the San Mateo County Local Coastal Program details the policies that are pertinent to ESHAs within the coastal region. Section 7.1 defines the habitats that are considered ESHAs. Section 7.3 outlines the precautions that must be taken to ensure future habitat quality and viability. Sections 7.11 and 7.19 outline the establishment of buffer zones around streams and wetlands. Project activities conform with the requirements of the policies by avoiding ESHAs, establishing buffer zones, and showing that there would be no significant impact to the environment (Section 7.5), and by installing signs that minimize public impacts in sensitive habitats (Section 10.26a). Therefore, the Project would not conflict with the land use policy and there would be a less than significant impact. Source: County of San Mateo – Planning and Building Department. June 18, 2013. Local Coastal Program Policies. Accessed February 6, 2020. https://planning.smcgov.org/sites/planning.smcgov.org/files/documents/files/SMC_Midcoast_LCP_2013.pdf				
11.c. Serve to encourage off-site development of presently undeveloped areas or increase development intensity of already developed areas (examples include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?				X
Discussion: The proposed Project would not encourage off-site development or increase development intensity. Source: 1				

5.12 MINERAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
12.a. Result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State?				X
<p>Discussion: There are no known mineral resources within the Project area. The historic mine that Quarry Park was named after, El Granada Quarry, was operational during the 1940s and was mined for construction stone (Alden 2011). It has not been operational for decades and the San Mateo County General Plan does not list the area on its map of areas of known mineral resources. The Project would not result in the loss of any available mineral resources.</p> <p>Sources: 1, 2, 9</p> <p>Alden, A. 2011. What Happens to Old Quarries? August 11, 2011. KQED. Accessed June 16, 2021. https://www.kqed.org/quest/22726/what-happens-to-old-quarries</p>				
12.b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
<p>Discussion: There are no locally important mineral resource recovery sites delineated within the Project area. The Project would not result in the loss of any available mineral resources.</p> <p>Sources: 1, 2, 9</p>				

5.13 NOISE

<i>Would the Project result in:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
13.a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
<p>Discussion: Other than signage and fencing, the proposed Project would not involve construction, and therefore would not generate construction related noise. Walking dogs off-leash would generate limited noise, but both subject parks are located near residential areas where dog walking is already occurring. Operating hours at Quarry Park and Pillar Point Bluff fluctuate throughout the year but is generally from sunrise until sunset. Neither park allows overnight use. San Mateo County Ordinance, Chapter 3.68.130 pertains to noise and prohibits annoying noise. San Mateo County Code of Ordinances, Chapter 4.88.330 pertains to exterior noise standards. Exterior noise measured at the location of a sensitive receptor (house, church, school, public library) cannot exceed 55 dBA for 30 minutes or greater in any hour during daytime hours, and this standard decreases to 50 dBA during nighttime hours. It is possible that barking dogs could impact residents who live near the subject parks. To ensure any noise complaints are addressed Mitigation Measure NOI-1 will be implemented.</p> <p>MM NOI-1: Parks shall establish a means of monitoring any noise complaints and shall document and report any complaints to the County Health officer.</p> <p>Source: 1</p>				
13.b. Generation of excessive ground-borne vibration or ground-borne noise levels?				X
<p>Discussion: The proposed Project would not involve grading or use of other construction equipment and would not expose people to or generate ground-borne vibration or noise.</p> <p>Source: 1</p>				
13.c. For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, exposure to people residing or working in the Project area to excessive noise levels?		X		
<p>Discussion: Pillar Point Bluff is adjacent to the Half Moon Bay Airport and falls within the scope of its airport land use plan. As noted above in the hazards section, noise levels within the Project area will not exceed 60 CNEL. As referenced above there may be situations when local residents close to the subject</p>				

parks find dog barking annoying. Implementation of MM NOI-1 would ensure this potentially significant impact is reduced to a less than significant level.

Sources: 1, 8

5.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
14.a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
<p>Discussion: The proposed Project does not directly or indirectly propose any residential, commercial, or other type of development activity. It is limited to changing dog-related policies at both Project sites to pilot off-leash use. This type of policy change would not induce substantial population growth in the area and so would have no impact.</p> <p>Source: 1</p>				
14.b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X
<p>Discussion: The proposed Project's scope is limited to two existing park sites, Pillar Point Bluff and Quarry Park. There is no housing in either park and there would be no land use changes or new construction that would have the potential to cause displacement from the proposed Project. As such, there would be no impact.</p> <p>Source: 1</p>				

5.15 PUBLIC SERVICES

<i>Would the Project result in significant adverse physical impacts associated with the provision of new or physically altered government facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
15.a. Fire protection?			X	
15.b. Police protection?			X	
15.c. Schools?			X	
15.d. Parks?			X	
15.e. Other public facilities or utilities (e.g., hospitals, or electrical/natural gas supply systems)?			X	
<p>Discussion: The Project would legalize off-leash dog recreation during the Pilot Program in two county parks and on designated and signed trails so that environmental impacts are less than significant. Construction in the two parks would be limited to installation of signs and clean-up bag dispensers, and placement of trash receptacles. There is a possibility for a significant impact to parks staff who would be tasked with enforcing the new regulations. However, the impacts would not result in a need to build new park and recreation facilities that would result in potentially significant impacts to biological and physical resources. Impacts would be less than significant.</p> <p>Appendix A includes estimates increased use in both parks as a result of the Project; 84 additional vehicle trips a day at Pillar Point Bluff, and 24 additional trips per day at Quarry Park. These increases in use would not create additional demand for fire, police, or parks services such that new facilities.</p> <p>Source: 1</p>				

5.16 RECREATION

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
16.a. Increase the use of existing neighborhood or regional parks or other recreational facilities such that significant physical deterioration of the facility would occur or be accelerated?			X	
<p>Discussion: Prior to Pillar Point Bluff and Quarry Park being incorporated into the San Mateo County Parks system, both on-leash and off-leash dog access were allowed <u>were present at both parks</u>. However, after their incorporation in the park system, all forms of dog access were prohibited by county ordinance. In 2018, the County amended the County Ordinance Code to authorize on-leash dog recreation in specified parks. The amendment to the County Ordinance Code still prohibited off-leash dog recreation. Still, use with off-leash dogs persisted. Through the Project, specified trails will be available for use by people with off-leash dogs, but the Project will also establish behavior controls that have not previously been in place. The extent to which use would potentially increase, or possibly decrease, by allowing off-leash dogs with the initial controls proposed, remains uncertain. Still with the Pilot Program and an adaptive management plan in place, the parks and the established controls can be monitored and adjusted by Parks, in part, to limit physical deterioration of the facilities and the environment, such that impacts would be less than significant.</p> <p>Source: 3</p>				
16.b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
<p>Discussion: The Project would not involve any substantial construction or expansion of recreational facilities.</p> <p>Source: 3</p>				

5.17 TRANSPORTATION

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
17.a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, and parking?			X	
<p>Discussion: The proposed Project would not substantially increase local vehicle traffic and therefore would not impact any circulation systems. As noted above, visitor use estimates indicate 84 additional vehicle trips during weekend days at Pillar Point Bluff, and 24 additional trips during weekend days at Quarry Park.</p> <p>Source: 1</p>				
17.b. Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b) <i>Criteria for Analyzing Transportation Impacts</i> ?				X
<p>Discussion: The proposed Project would not result in 110 new additional vehicle trips, thus no further analysis pertaining to potential VMT impacts is required, and no impacts would occur.</p> <p>Source: 1</p>				
17.c. Substantially increase hazards to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
<p>Discussion: The proposed Project would not impact design features or incompatible uses since it would not involve any changes to roads in the project vicinity from which parks would be accessed. No impacts would occur.</p> <p>Source: 1</p>				
17.d. Result in inadequate emergency access?			X	
<p>Discussion: The proposed Project would not impact emergency access. It would not result in any new construction or alteration of circulation patterns at the subject parks. Nor would it result in substantial increases in additional vehicular traffic, per results of visitor use estimates discussed above. Impacts would be less than significant.</p> <p>Source: 1</p>				

5.18 TRIBAL CULTURAL RESOURCES

<i>Would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
18.a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)		X		
<p>Discussion: Review of historic registers and inventories identified 11 recorded cultural resources in Pillar Point Bluff Park and one in Quarry Park. One of the sites in Pillar Point is on both the National and State Registers of Historic Places. None of these cultural resources are located in close proximity to trails. However, wandering off-leash dogs could potentially disturb sites, and MM CUL-1, discussed above, would be implemented to ensure impacts are less than significant.</p> <p>Source: 1</p>				
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Subdivision (c) of Public Resources Code Section 5024.1. (In applying the criteria set forth in Subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.)		X		
<p>Discussion: As stated above, there were no known resources indicated in the Sacred Lands file of the Native American Heritage Commission. There would be less than significant impacts with incorporation of MM CUL-1 and CUL-2..</p> <p>Source: 1, Appendix D</p>				

5.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<i>Would the Project:</i>				
19.a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				X
Discussion: The proposed Project would not require the construction or expansion of wastewater treatment facilities. It would not involve construction of any bathrooms, day use or overnight facilities that could increase demand for wastewater facilities. No impacts would occur. Source: 1				
19.b. Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
Discussion: There are no expanded water demands required by the proposed Project. It would not involve construction of any bathrooms, day use or overnight facilities that could increase demand for wastewater facilities. No impacts would occur. Source: 1				
19.c. Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?				X
Discussion: As noted in the discussion for significance threshold 19a, the proposed Project would not increase demand on the wastewater treatment provider. No impacts would occur. Source: 1				
19.d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
Discussion: The proposed Project could generate an increase in solid waste, dog waste in particular, following implementation of the dogs off leash program. However, these amounts would be negligible				

in comparison to the capacity of Ox Mountain Sanitary Landfill, the landfill serving the Project area. The landfill currently has capacity to serve its service areas until 2039. No impacts would occur.

Source: 1

19.e. Comply with Federal, State, and local statutes and regulations related to solid waste?

X

Discussion: The San Mateo County Parks Dog Ordinance requires that owners collect and properly dispose of their dogs' waste. It is anticipated that despite trailhead signs and enforcement efforts, some dog owners will still not comply. The Adaptive Management Plan includes measures that require monitoring of how much dog waste is being left on site and the presence of fecal coliform bacteria in nearby water bodies. If dog waste is not removed in sufficient amounts or fecal coliform levels get too high, there would be progressive enforcement and the possible reduction and loss of off leash privileges. The impact of those in noncompliance is anticipated to create a less than significant impact.

Sources: 1, 7

5.20 WILDFIRE

<i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:</i>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
20.a. Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
Discussion: As discussed above under item 17d the proposed project would not impair with any emergency response or evacuation plan. Impacts would be less than significant. Source: 1				
20.b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
Discussion: The proposed Project would not alter the existing fire risk conditions related to this topic because there is no construction of new facilities in wildfire prone areas, and the estimated increases in visitor use would be modest; 84 new vehicular trips at PPD, and 24 additional vehicle trips at Quarry Park. There would be no impact. Source: 1				
20.c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
Discussion: There would be no installation or maintenance of associated infrastructure that would exacerbate fire risk. There would be no impact. Source: 1				
20.d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X
Discussion: The proposed Project would not impact the existing wildfire risks posed in the Project area. There would be no impact. Source: 1				

5.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
18.a. Does the Project have the potential to degrade the quality of the environment, significantly reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
<p>Discussion: With implementation of the proposed changes to the dog ordinance, the proposed Pilot Program, and with adaptive management strategies and additional signage <u>and fencing</u>, the proposed Project would not significantly degrade the quality of the environment or impact any special status plant or animal species. The impacts of the proposed Project on the environment would be limited to the areas around already established trails that currently allow on-leash dogs throughout their extent. The allowance of off-leash dogs in these areas would not significantly increase the impact of dogs on the environment. Mitigation Measures CUL-1 and CUL-2 regarding unanticipated discovery of cultural resources during proposed Project implementation would ensure impacts be less than significant. Therefore, impacts would be less than significant with mitigation incorporated as a result of the proposed Project.</p> <p>Source: 1, WRA, Inc. February 2020. Biological Resources Technical Memorandum.</p>				
18.b. Does the Project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.)				X
<p>Discussion: The individually limited impacts of this Project are not cumulatively considerable. All potential impacts assessed above are less than significant and would not combine to create more significant impacts that would require mitigation.</p> <p>Source: 1</p>				
18.c. Does the Project have environmental effects which would cause significant adverse effects on human beings, either directly or indirectly?				X

Discussion: Consistent with Section 15065(a)(4) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. Under this standard, a change to the physical environment that might otherwise be minor must be treated as significant if people would be significantly affected. This factor relates to adverse changes to the environment of human beings generally, and not to effects on particular individuals. While changes to the environment that could indirectly affect human beings would be represented by all of the designated CEQA issue areas, those that could directly affect human beings include air quality and noise. The proposed Project would not create any considerable net increase in air pollution or expose sensitive receptors to toxic air contaminants. Implementation of Mitigation Measure NOI 1 would reduce noise impacts from off-leash dogs on nearby residential areas to a less than significant level. No other direct or indirect adverse effects on human beings have been identified. Therefore, the Project would not result in adverse environmental effects which would cause significant adverse effects on human beings.

Source: 1

6.0 RESPONSIBLE AGENCIES

AGENCY	YES	NO	TYPE OF APPROVAL
U.S. Army Corps of Engineers (CE)			
State Water Resources Control Board			
Regional Water Quality Control Board			
State Department of Public Health			
San Francisco Bay Conservation and Development Commission (BCDC)			
U.S. Environmental Protection Agency (EPA)			
County Airport Land Use Commission (ALUC)			
CalTrans			
Bay Area Air Quality Management District			
U.S. Fish and Wildlife Service			
Coastal Commission	<u>X</u>		
City			
Sewer/Water District:			
Other: <u>San Mateo County Planning</u>	<u>X</u>		

MITIGATION MEASURES		
	Yes	No
Mitigation measures have been proposed in Project application.	X	
Other mitigation measures are needed.		X
The following measures are included in the Project plans or proposals pursuant to Section 15070(b)(1) of the State CEQA Guidelines:		

6.1 DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and in ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant” or “Potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier IER or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

7.0 PRIMARY CHECKLIST INFORMATION SOURCES

1. Professional judgement and expertise of the environmental/technical specialists evaluating the Project, based on a review of existing conditions and Project details, including standard construction measures.
2. San Mateo County General Plan, 2013. <https://planning.smcgov.org/documents/general-plan-policies>
3. Personal Communications Nicholas Calderon and Hannah Ormshaw at San Mateo County Parks Department, January and February 2020.
4. California Office of Emergency Services. 2021. My Hazards. <https://myhazards.caloes.ca.gov/>. Most recently accessed January 2021.
5. WRA, Inc. 2021. Whitepaper on Dog Impacts to Natural Resources.
6. County of San Mateo. 2018. Sea Level Rise Vulnerability Assessment.
7. WRA, Inc. 2021. Adaptive Management Plan.
8. City/County Association of Governments of San Mateo County. 2014. Final Airport Land Use Compatibility Plan for the Environs of Half Moon Bay Airport.
9. California Department of Conservation. 2016. Mines Online. <https://maps.conservation.ca.gov/mol/index.html>. Most recently accessed January 2021.

8.0 LIST OF PREPARERS

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9.0 REFERENCES

Bay Area Air Quality Management District. April 19, 2017. Final 2017 Clean Air Plan.

Bay Area Air Quality Management District, May 2017, CEQA Air Quality Guidelines

California Coastal Commission. 2019. Maps – Coastal Zone Boundary.
<https://www.coastal.ca.gov/maps/czb/>. Accessed 24 January 2020.

California Department of Conservation. 2016. Mines Online.
<https://maps.conservation.ca.gov/mol/index.html>. Most recently accessed January 2021.

California Office of Emergency Services. 2021. My Hazards. <https://myhazards.caloes.ca.gov/>. Most recently accessed January 2021.

Caltrans. 2020. Scenic Highways. <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>. Accessed January 22, 2020.

City/County Association of Governments of San Mateo County. 2014. Final Airport Land Use Compatibility Plan for the Environs of Half Moon Bay Airport.

County of San Mateo. 2018. Sea Level Rise Vulnerability Assessment.

County of San Mateo – Planning and Building. 2020. Coastside Design Review Committee.
<https://planning.smcgov.org/coastside-design-review-committee>. Accessed January 22, 2020.

County of San Mateo – Planning and Building Department. June 18, 2013. Local Coastal Program Policies.
https://planning.smcgov.org/sites/planning.smcgov.org/files/documents/files/SMC_Midcoast_LCP_2013.pdf. Accessed February 6, 2020.

Department of Toxic Substances Control. Envirostor.
https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site_type=CSITES,FUDS&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29. Accessed February 14, 2020.

[GGNRA] Golden Gate National Recreation Area. 2013. Draft Dog Management Plan / Supplemental Environmental Impact Statement.

Jefferson County, Colorado. August 9, 2017. Elk Meadow Dog Off-Leash Area Report.
<https://www.jeffco.us/DocumentCenter/View/9580/Elk-Meadow-Park-DOLA-Final-Report-8-14-17?bidId=>. Accessed February 2020.

Resource Assessment for Pillar Point Bluff, Go Native Nursery LLC. August 2003.

San Francisco Bay Regional Water Quality Control Board. December 2017. Chapter 3: Water Quality Objectives.

https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/planningtmdls/basinplan/web/bp_ch3.html. Accessed February 2020.

San Mateo County. San Mateo County Climate Action Plan. June 2013.

<https://planning.smcgov.org/sites/planning.smcgov.org/files/documents/files/Energy%20%26%20Climate%20Change%20Element.pdf>. Accessed February 14, 2020.

WRA, Inc. February 2020. Biological Resources Technical Memorandum.

WRA, Inc. 2021. Adaptive Management Plan.

WRA, Inc. 2021. Whitepaper on Dog Impacts to Natural Resources.

APPENDIX A – VISITOR USE ESTIMATES WHITEPAPER

Visitor Use Estimates for Dogs Off-Leash related use

Background and Purpose

The San Mateo County Parks Department (Parks) is seeking to launch a pilot program in which off-leash dog recreation would be introduced to specified San Mateo County Parks. The pilot program would authorize off-leash dog recreation on specified trails in Quarry Park and on the Pillar Point Bluff for 12 months. Should the pilot program prove to be effective and not produce adverse environmental impacts, Parks would look to make the expanded uses permanent. A Dog Work Group, comprised of members of the dog-owner, environmentalist, mountain biker, and equestrian communities, as well as Parks Commissioners and Parks staff developed a recommendation for the aforementioned program and worked to identify potential county park locations where off-leash dog walking can be piloted and evaluated.

Parks has committed to exploring various dog management strategies to make currently specified disparate approaches consistent with the County Ordinance Code. Current County ordinance sections prohibit dogs off-leash in County parks; yet, Parks acquired properties from other agencies that historically allowed dogs.

As part of their efforts to evaluate this pilot program, Parks has developed a whitepaper that summarizes research literature on the impacts of dogs and dogs off-leash (for which few studies are available) on biological resources and water quality. Parks is also preparing an Adaptive Management Plan (AMP) to allow some flexibility in management response as the Pilot Program is evaluated. When finalized, the AMP will become the Project Description for the Mitigated Negative Declaration (MND) that is being prepared to evaluate potential environmental impacts of the Pilot Program.

The MND will evaluate potential environmental impacts for the 20 topics in the updated CEQA Guidelines Appendix G checklist. For some of these topics potential impacts are tied directly to vehicle visits to the subject parks. In particular, air quality, greenhouse gases, noise and traffic can all be affected by how much vehicle use is associated with visitor use. Thus, to understand how these environmental topics are affected by the Pilot Program requires an understanding of how much, if any, visitor use will increase at the subject parks as a result of allowing dogs off-leash. The purpose of this white paper is to develop reasoned estimates of future visitor use as a result of dogs being allowed off-leash at Pillar Point Bluff and Quarry Park.

Similar to the literature on the impacts of dogs and dogs off-leash on biological resources and water quality, there is also a lack of research on dog and dog off-leash use levels in parks and recreation settings. Given the lack of research, quantifying anticipated use from a new dog-related policy is challenging and requires a broad review of other data points to generalize potential use outcomes. Various sources of information were researched and reviewed to help inform the potential visitor use implications associated with implementation of an off-leash dog policy. The list of sources referenced throughout this white paper is not exhaustive, but generally captures the current context within which off-leash dog use may be considered. Based on this literature and other general information, this white paper establishes a range of potential use outcomes that may reasonably be expected during Park's implementation of an off-leash dog policy at Quarry Park and Pillar Point Bluff during the 12-month pilot period and beyond (assuming the policy extends beyond the pilot period).

Visitor Use – Dog Walking

The popularity of dog parks (or more generally public parks that allow either on- and/or off-leash dog opportunities) has grown substantially in the past 25 years. This is due in part to dog-ownership trends in the U.S. In 2016, more than 38 percent of all households in the U.S. owned at least one dog and about 40 percent of these households had two or more dogs. As noted by the American Veterinary Medical Association (AVMA), this is the highest rate of dog ownership since they began tracking ownership in 1982 (AVMA 2018). As dog ownership has increased, so has the demand for new areas for dog-owners to socialize and exercise their dogs.

From a park and recreation perspective, the demand for dog-related opportunities has largely focused on new dog parks, as well as general use policies regarding on- and/or off-leash dog use in existing parks and recreation areas. For purposes of this assessment, a dog park is an area specifically designated and managed for dog use, and typically includes a fenced-enclosure (AKC 2008). Dog use related policies typically establish appropriate rules and regulations for dog use in other areas of parks and recreation areas (i.e., outside of designated dog parks). The number of dog parks has grown tremendously in the previous 25 years, yet demand remains high for new dog facilities and opportunities, in particular off-leash use areas (TPL 2019).

While the supply has increased and demand remains high for dog-related opportunities, there is a noted absence of empirical studies that quantify use of dogs in park and recreation areas (Gomez 2013). Much of the research associated with dog use in parks focuses on social parameters (e.g., conflict, satisfaction), health benefits (e.g., comparison of walking participation between dog owners and non-owners), design recommendations, and environmental impacts. The research that does exist regarding dog use levels tends to rely on self-reported data and information from visitor surveys instead of other quantitative count methodologies. As such, some studies report dog use levels in term of frequency (i.e., how often a dog-owner visits a park), while others report visits (i.e., how many times a dog-owner visits a park in a given time frame). Results from several of these studies are summarized below and include the following:

- Per the California Statewide Comprehensive Outdoor Recreation Plan (SCORP), more than 20 percent of visitors in the Greater San Francisco Bay Area (which includes San Mateo County) report using a dog park during their last visit to a park. Additionally, nearly 17 percent of visitors report dog walking as one of the activities they participate in on a typical visit to a park (5.5 percent of visitors indicate dog walking is their primary activity) (CSP 2014).
- Sausalito Dog Park (Sausalito, CA) is used by 300 dogs per day (AKC 2008).
- Point Isabel Regional Shoreline receives an estimated 1 million dog visits per year (Krohe 2005, EBRPD 2018).
- At dog parks in Seattle, WA, use ranges from 10-170 visitors with dogs per day (City of Seattle 2017).
- In Edmonton, Canada, daily use is estimated to be over 1,500 total visits across approximately 40 designated dog use sites in the city (City of Edmonton, 2017; B. Boutilier, pers. comm., January 27, 2021).
- In Seattle, WA, about 71 percent of off-leash dog areas typically receive 10 to 50 daily visits and 21 percent of off leash areas receive 50 to 170 daily visits (City of Seattle 2017)
- A case study of use at Colonial Greenway Dog Park in Norfolk, VA, indicated that dog owners visited the park an average of four times per week (Gomez 2013).
- Frequency of visitors to dog parks in Texas and Florida as self-reported by dog owners (Lee, Shepley and Huang 2009):

- Daily = 15.6 percent
- 4-5 times per week = 14.0 percent
- 2-3 times per week = 19.2 percent
- Once per week = 24.4 percent
- Less often = 26.8 percent
- Frequency of visitors to dog parks/off-leash areas in Surrey, Canada (City of Surrey 2012):
 - Daily = 10 percent
 - Once per week = about 34 percent
 - Once per month = about 50 percent
- Frequency of visitors to dog parks in Kelowna, Canada (City of Kelowna 2016):
 - Daily = 10 to 34 percent
 - At least once per week = 26 to 47 percent
 - At least once per month = 32 to 49 percent
- Frequency of visitors to dog parks in Ann Arbor, Michigan (City of Ann Arbor 2015):
 - Daily = 1.9 percent
 - Multiple times per week = 6.8 percent
 - At least once per month = 7.6 percent
 - A few times per year = 16.6 percent
- Frequency of off leash dog-trails in central Massachusetts (Walsh 2020)
 - Daily = 29.9 percent
 - Every 2-3 days = 23.6 percent
 - Once per week = 16.9 percent
 - Once every two weeks = 8.8 percent
 - Once per month = 7.4 percent
 - A few times per year = 13.4 percent
- Golden Gate National Recreation Area Final Dog Management Plan does acknowledge an overall increase in use in all types of recreation, including dog walking. Specifically, National Park staff have observed increases in the number of private and commercial dog walkers, reported conflict between users with and without dogs, and the need for additional education and enforcement related to dog uses (NPS 2016).

As noted by the study results above, frequency of use (and correspondingly use levels) tends to be highly variable. Several key factors across these studies likely contribute to dog/dog-off leash use levels at parks and other recreation areas, including, the availability of opportunities for off-leash dog walking, the size of the dog-owning population that wants to allow their dogs off-leash, and the proximity of parks used for off-leash dog walking. In other words, off-leash use at parks and other recreation areas is dependent on the availability of sites that allow/facilitate off-leash use (i.e., supply), 2) a population of dog-owners who want off-leash opportunities (i.e., demand), and finally the proximity of the population to the supply of sites that allow off-leash use.

Availability of Off-Leash Dog Opportunities

Public interest and advocacy for dog parks dates to the late 1960s and early 1970s. San Francisco and Berkeley were at the forefront of this emerging demand and created some of the first dog-centered parks in the late 1970s and early 1980s. Much of this early demand stemmed from a change in the relationships between dogs and their owners (generally from a utilitarian relationship to more of a valued family member relationship), as well as demographic changes in the U.S. (specifically, the shift from rural to urban areas and the corresponding “urban sprawl” that occurred to accommodate this shift). In the time since the first dog parks were experimented with in the Bay Area, dog parks and other

related opportunities (e.g., off-leash areas) have been created across the country and continue to be in high demand (Greenberg 2020).

In the past 10 years, (2009 – 2018), there has been a 40 percent increase in the number of dog parks in the U.S. The majority of this growth has been focused in the 100 largest cities in the U.S. (TPL 2018). The history of parks and recreation development points to both the availability and location of parks as drivers of visitor use levels. From the earliest days of the parks movement (primarily in dense, urban areas), the demand for and development of “close-to-home” outside areas for recreation resulted in increased levels of use at these areas over the past 100 years (Garvin 2011). Relatedly, the more recent demand and development of dog parks has seen a similar expansion of use levels (i.e., “if you build it, they will come”).

This is not to imply that dog-owners did not visit parks and other outdoor recreation sites without their dogs before the development of designated dog parks; rather, the designation of dog parks and related off-leash policies, normalized and legitimized this use. Essentially, the availability of designated dog-parks and other off-leash policies provides the opportunity for dog-owners to participate in an activity that did not previously exist, at least from an officially sanctioned perspective in many communities (many parks and recreation districts prohibited dogs at all sites).

Population of Dog Owners Seeking Off-Leash Opportunities

In California, about 41 percent of households own at least one dog. This is slightly higher than the national average of 38 percent (AVMA 2018). In general, dog owners tend to report higher levels of walking compared to non-dog owners (Sehatazadeh, Noland, and Weiner 2011; Lail, McCormack, and Rock 2011; Cutt et al. 2008). This is also the case in California (Yabroff, Troiano, and Berrigan 2008). These dog owners actively seek opportunities to socialize and exercise their dogs in a range of settings, including parks and other outdoor areas; however, not all dog-owners seek off-leash opportunities.

Gaging demand for off-leash opportunities can be measured in two ways (per existing and available research): 1) the percentage of dog-owners who report wanting off-leash opportunities, and 2) the percentage of dog-owners who disregard existing on-leash rules and regulations and let their dogs off-leash regardless of these rules/regulations. While rule-breaking does not always correspond to legitimate demand, in this case, dog-owners are likely responding to the lack of off-leash opportunities by “creating” their own. Several studies have used these measures, including:

- In Surrey, Canada, 38 percent of survey respondents (park visitors) indicated that they let their dogs off-leash (before implementation of off-leash policy). Approximately 80 percent of survey respondents indicated they have observed dogs off-leash with 25 percent indicating they observe this frequently (City of Surrey 2012).
- In Olympia, WA, about 70 percent of respondents to dog use survey indicated a preference for off-leash opportunities with nearly 23 percent of respondents indicated they preferred off-leash dog trails compared to other types of opportunities (e.g., enclosed dog park) (City of Olympia 2019).
- In Seattle, WA, 66 percent of surveyed dog owners indicated a preference for off-leash compared to on-leash opportunities in parks. Nealy 40 percent admit to letting their dogs off leash in non-designated off-leash areas (City of Seattle 2017).
- Survey of dog owners on nature trails in central Massachusetts found that 75 percent of respondents did not leash their dog for the full duration of their visit despite on-leash regulations (Walsh 2020).

Across nearly all of these studies, a majority of dog-owners seek or prefer off-leash opportunities for their dogs. These high levels of demand then drive existing (both on- and illegal off-leash use) and future (legal off-leash) use of parks and recreation areas, in particular once these areas create or adopt official off-leash policies.

Proximity of Off-Leash Areas

From the reviewed literature, between 10 and 34 percent of dog owners generally report a visit a dog park on a daily basis (note: in one study, only 2 percent of dog owners indicated visiting a dog park on a daily basis; City of Ann Arbor 2015). The remaining percentage of dog owners tend to visit dog parks less frequently (e.g., once a week, once a month, a couple of times a year). The variability in visitation frequency is most commonly attributed to proximity; that is, dog owners who live nearby existing dog parks are more likely to visit on a more frequent basis compared to dog owners who must drive longer distances to access a dog park. In particular, studies have found the following:

- Research has shown that there is a positive correlation between owning a dog and walking; that is, dog owners tend to report higher levels of walking than non-dog owners (Sehatazadeh, Noland, and Weiner 2011).
- Dog owners tend to report higher levels of walking compared to non-dog owners, in particular in their neighborhood and local parks (Lail, McCormack, and Rock 2011; Cutt et al. 2008).
- Across multiple studies, access to nearby dog (on- and off-leash) parks is highly correlated with the frequency of use of these areas (Westgarth, Christley and Christian 2014).
- The majority of dog owners (74 percent) in study of dog parks in Texas and Florida reported providing outdoor exercise for their dogs at least once per day with most of this activity occurring at dog and other nearby parks, in their immediate neighborhood, and in their backyards (Lee, Shepley and Huang 2009).
- In Ann Arbor, MI, 70 percent of respondents to dog park survey indicated they are more likely to use a dog park if it was less than a quarter of a mile from their residence (City of Ann Arbor 2015).
- In Seattle, WA, 81 percent of surveyed dog owners indicated that proximity to home was important in their decision to visit a dog park/park that allows dog use (City of Seattle 2017).

In many of the studies referenced above, respondents indicated that their dog park usage would increase as the distance of the dog park from their home decreased. Proximity and related factors, including walkability and safety, tends to have a substantial influence on not only dog park, but park use in general (Zuniga-Teran et al. 2019). This is further evidenced by the push in many urban areas to provide outdoor recreation opportunities with a reasonable walking distance (e.g., 10-15 minutes) of every resident (NRPA 2020). Given this relationship between proximity and frequency of use, the location and size of the nearby population directly influences overall use levels at dog parks and other outdoor areas that allow dog use (either on- and/or off-leash).

Pilot Program Parks

Under the pilot program, Parks would allow off-leash dog use on designated trails, including 2.66 and 6.16 miles of trail, at Pillar Point Bluff and Quarry Park, respectively. Dog use is currently allowed at both parks, though owners must keep their dogs on-leash at all times (as noted below).

Pillar Point Bluff is a 220-acre park along the Pacific Ocean coastline that provides opportunities for hiking, jogging, bike riding, and sightseeing. On-leash dog-walking is currently allowed, though dogs are not permitted on the beach. The park includes a 10-car parking lot on Airport Street with a trailhead that provides access to the park. There is also street parking and trail access in the Seal Cover neighborhood at two trailheads located at the intersections of Ocean and Bernal and Alvarado and Bernal.

Quarry Park is a 517-acre park north of Half Moon Bay that has playgrounds, picnic areas, trails, and other visitor use amenities. Dogs are allowed at the park, except in the playground areas, but must currently be kept on leash. The park includes a parking lot at its main entrance at the intersection of Columbia Street and Santa Maria Avenue. Trail access is also available from adjacent neighborhoods.

Recent observations at the three trailheads at Pillar Point Bluff indicate that on average about 48 percent of current park visitors enter the park with their dogs on-leash (based on data provided by Parks). These observations were conducted on eight days in January and February across both weekdays and weekend days. Ranger interactions indicate that at least a portion of existing dog-related use at each park is from visitors who allow their dogs off-leash (against current policies). In January through October 2019, rangers made 85 and 41 visitor contacts at Pillar Point Bluff and Quarry Park, respectively, for dogs off-leash. These contacts for off-leash policy violations represent a very small percentage of total use at each site (total use at each park is addressed below).

San Mateo County Population Trends

Since 2010, the population of San Mateo County has generally increased (Table 1). While there has been a slight decrease in population the last couple of years, the total population is generally trending upwards and will likely continue to grow.

Table 1. San Mateo County – Estimated Population, Households, and Households with Dogs (2010 – 2019).

Year	Population¹	Households¹	Households with Dogs²
2010	719,699	257,509	105,579
2011	728,344	256,526	105,176
2012	739,224	258,888	106,144
2013	748,661	258,791	106,104
2014	757,204	257,473	105,564
2015	765,055	263,280	107,945
2016	767,906	263,445	108,012
2017	768,901	264,185	108,316
2018	768,681	259,654	106,458
2019	766,573	265,003	108,651

¹ Source: US Census Bureau 2019a, 2019b.

² Source: Calculated based on AVMA 2018.

As population increases, so does the number of households who own at least one dog (population and dog ownership are both trending higher). In California, more than 41 percent of households own at least one dog, slightly higher than the national average (the national average number of dogs per household is approximately 1.6) (AVMA 2018). Given the current estimate of number of households in San Mateo

County, as well as dog ownership statistics for California, there are likely about 108,651 dog-owning households (Table 1) and over of 170,000 dogs in the County.

In San Mateo County, approximately 24 percent of residents are Hispanic or Latino. The California SCORP indicates that there are slight differences in participation rates and preferences between Hispanic and non-Hispanic park visitors (CSP 2014):

- Participation in dog walking (in general): 15.5 percent vs. 14.3 percent
- Participation in dog walking (typical trip to park): 3.9 percent vs. 4.5 percent
- Use of a dog park: 19.3 percent vs. 18.5 percent
- Importance of off-leash opportunities in parks (scale of 1 [“not at all important”] to 5 [“very important”]): 3.42 vs. 3.4

In general, most of these differences are negligible and are unlikely to broadly influence dog use in parks in the county. Several other studies have explored the relationships between socio-demographic (age, gender, education level, etc.) and environmental (neighborhood design, distance from park, etc.) attributes and dog walking (McCormack et al. 2011). While some of these studies found that one or more of these other attributes may influence dog walking, they likely make little difference at the population level and are most appropriately applied at the local level.

In the long-term, the Association of Bay Area Governments projects a 27 percent increase in the population of San Mateo County by 2040 (ABAG 2017), while the California SCORP expects about a 29 percent population increase in the greater San Francisco Bay area, including San Mateo County, in the 50-year period from 2010 to 2060 (CSP 2014). There is very little information on longer-term trends related to dog walking and population growth. National projections of day hiking under various scenarios range from a 3 to 10 percent increase from 2008 to 2060. While day hiking is broader than dog-walking, ease of activity and general availability of sites (no special amenities/facilities needed) means they are likely comparable or within the same range of increase (USFS 2012).

Regional Off-Leash Dog Opportunities

Outside of San Mateo County, there are ample opportunities for dog-owners to visit a park or recreation with their dog either on- and/or off-leash. As noted previously, the dog park movement began in the San Francisco Bay area and resultingly the area has seen tremendous growth in the number of parks and recreation areas that allow dog use (both on- and off-leash) in the past 40 years. In the four-county area that includes Marin, San Francisco, Santa Clara, and San Mateo counties there are more than 130 parks and recreation areas that allow dog use (either on-leash and/or off-leash). Table 2 includes a summary of available regional parks and recreation areas that allow dog use. Note: Table 2 is not an exhaustive summary of all currently available dog opportunities; rather, it summarizes the sites for which information on dog use is most readily available.

Table 2. Regional Dog Opportunities at Parks and Recreation Areas

County	Number of Sites¹	Miles of Trail	Acres of Beach or Other Dog Play areas
Marin	52	79.5	1,485
San Francisco	38	8.2	54
Santa Clara	16	NA	4.4

San Mateo ²	23	1	34.2
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¹ Number of sites that allow on- and/or off-leash dog use.

² San Mateo County summary does not include the Pilot Program sites.

Estimate of Current Use in Pilot Program Parks

The Covid-19 pandemic has caused an influx of visitors to outdoor recreation sites and use areas around the county. Based on traffic counter data from 2018 through early 2021, both Pillar Point Bluff and Quarry Park also experienced increases in use during the pandemic (see Figure 1 and the general upward trend in monthly vehicles counts at the parking areas at Pillar Point Bluff and Quarry Park). With the exception of the Bernal parking area (incomplete data for 2020), the other three parking areas at the two sites experienced increases in use between pre-pandemic (December 2018 – December 2019) and pandemic (February 2020 – January 2021) months. Average monthly use based on vehicle counts rose more than 50 percent at the Quarry Point parking area, about 60 percent at the Pillar Point Bluff Ocean parking area, and approximately 70 percent at the Pillar Point Bluff Airport parking area. The counts summarized in Figure 1 only represent visitors who drove to the pilot program sites and do not capture visitors who walk in from adjacent neighborhoods. It is reasonable to expect that there was at least a similar increase in visitors who walk to the increase in visitors who drove to the sites during the Covid-19 pandemic given the proximity and ease of access (they do not require parking to access the sites) of visitors from the adjacent neighborhoods.

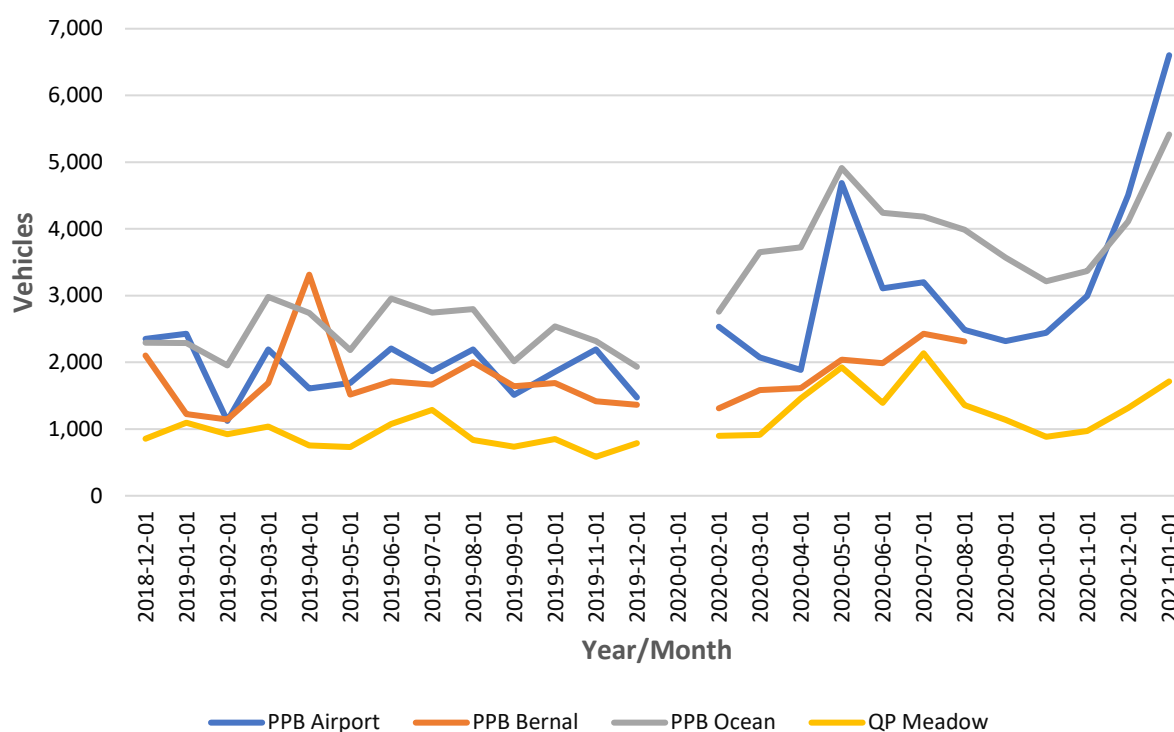


Figure PI-1. Monthly Vehicle Counts at Pillar Point Bluff and Quarry Park (December 2018 – January 2021).

Note: Vehicle counts from January 2020 are unavailable for all four parking areas. Counts are also unavailable for the Point Pillar Bluff Bernal parking area from September 2020 through January 2021.

Source: San Mateo County Parks Department internal traffic counter data.

Estimate of Off-Leash Dog Use in Pilot Program Parks

As noted above, both Pillar Point Bluff and Quarry Park currently allow on-leash dog use. In addition, there is generally strong support among San Mateo County residents for new dog opportunities and associated use policies in County Parks (CSMPD 2017). These high levels of support may be considered one indicator of potential use. Additional factors (as identified above) that may influence use under the pilot program include:

- Availability of other on- and/or off-leash opportunities in the region – as shown in Table 2, there are many parks and recreation sites in the region (including San Mateo County) that allow dog use, including off-leash dog walking. This indicates that there is a substantial supply of dog opportunities in the highly populated region, which may act to dampen large increases in use at Pillar Point Bluff and Quarry Park under the pilot program. Potential visitors from other counties and/or areas of San Mateo County that are more distant from the pilot program sites may use these new off-leash dog opportunities, though at a less frequent rate (e.g., once per week, once per month, several times a year) compared to nearby visitors (see below).
- Population of dog owners seeking off-leash opportunities – despite ample supply, there is still high demand for new dog opportunities, in particular for off-leash opportunities. As estimated in Table 1, there are approximately 108,650 households with dogs in San Mateo County. This corresponds to more than 170,000 dogs (accounting for households with multiple dogs). Given the number of dog owners who report visiting parks and recreation sites that allow dogs (e.g., 2 to 34 percent of dog owners report visiting a dog park daily), as well as the percentage of these owners who would prefer or seek out off-leash opportunities (e.g., 38 to 80 percent of dog owners report a preference for off-leash dog walking), demand is likely high for off-leash opportunities at both pilot program sites. However, while demand is high, much of this demand likely comes from dog-owners who already visit the pilot program sites. A portion of existing use at both Pillar Point Bluff and Quarry Park is already from dog owners who: 1) don't currently visit with their dog, 2) visit with their dog on-leash (upwards of 48 percent based on limited observations), or 3) visit and disregard current dog policies (small percentage of overall use based on ranger interactions). So, while off-leash dog walking/exercising will increase from implementation of a new off-leash dog policy, the corresponding increase in overall use (e.g., total number of visitors or visits) may be less substantial at both pilot program sites.
- Proximity to off-leash opportunities – according to previous studies of dog park use, dog owners who live close to existing dog parks are more likely to visit on a more frequent basis compared to dog owners who must drive longer distances to access a dog park. Given their locations along the coast/western portion of San Mateo County, most daily use is thus likely to originate from visitors who live in nearby towns along State Route 1, from Montara in the north to Half Moon Bay to the south. These communities represent about 4-5 percent of the total County population or about 5,430 households with more than 8,500 dogs. Dog owners in these communities will most likely visit and take advantage of the off-leash opportunities at a more frequent basis than dog owners from more distance locations in and outside of the county.

Given the key factors listed above, the implementation of an off-leash dog policy at Pillar Point Bluff and Quarry Park can be expected to increase the total number of visitors who allow their dogs off-leash at both sites. As noted previously, dog walking is an established use at both sites. A small portion of this existing visitor population already lets their dogs off-leash. With the pilot program in place, a larger percentage of visitors with dogs can reasonably be expected to take advantage of this new opportunity. Most of the increase in off-leash use will likely be from existing visitors with dogs, though a smaller percentage of dog owners may start to visit the sites with the policy in place.

In total, typical monthly use of Pillar Point Bluff and Quarry Park may increase by as much as 20 to 30 percent from pre-Covid visitor use levels. The increases experienced during the Covid-19 pandemic period are substantial (Figure 1); however, these increases are not likely new baseline conditions for either pilot program site (or other parks and recreation areas for that matter). As the County and broader region open and return to pre-pandemic conditions, people will have increased options of what to do with their time, including opting for activities that were limited or unavailable for the past year (e.g., indoor activities, larger gatherings, etc.). This is not to say there will be an equally substantial drop in the number of visitors to parks and outdoor recreation areas; rather, use will return to a range that could be considered more “normal.” This also does not imply that the new off-leash policy will not induce visitation changes. Instead, the expected changes in overall visitation will not be in a similar range (e.g., 50-70 percent increase) as those experienced during the Covid-19 pandemic.

Average weekday daily use may reasonably be expected to increase by as much as 10 to 15 percent from current use levels, while increases in weekend day use may peak at 50 percent. This is based in part on the typical pattern of use (e.g., lower on weekdays and higher on weekend days) that most park and recreation areas experience. Additionally, these estimates are for combined use at both sites and actual use may be unevenly spread across the sites. For example, Quarry Park has limited parking compared to Pillar Point Bluff, but it is located in a residential neighborhood that could encourage more pedestrians to visit compared to Pillar Point Bluff. Any changes in use will further be constrained, in part, by existing access limitations. Visitors must rely on existing parking capacity or be able to walk from nearby neighborhoods to access both sites. As such, there is an inherent limit (e.g., availability of parking, acceptable distance to walk) on how much additional use from dog owners either site could accommodate at one time.

Weekday use is anticipated to be primarily from dog owners who live in the vicinity of Pillar Point Bluff and/or Quarry Park and can more conveniently access these sites on a routine basis. Again, a substantial portion of this weekday use is expected to be from existing visitors with dogs at these sites. As noted above, these users will continue to visit the sites (so no increase in total use per se), but will now bring their dog(s) and allow them off-leash. As such, while dog use as an activity will likely increase during the pilot program, total visitation will not increase at a similar rate. While a similar dynamic may be in play on weekend days, there may not be as much overlap between existing users who are dog owners (but don't bring their dogs) and future users with dogs under the pilot program. This is primarily driven by the assumption that weekend users are more likely to come from other, more distant areas of the County or beyond and so are less likely to use either site on a more routine basis.

In the short-term, use levels may peak by as much as 50 percent or more in the immediate weeks/months after the pilot program is implemented. This is because public excitement about the new policy will likely generate demand and induce an influx of visitors with their dogs looking to take advantage of the new opportunity. As time passes and the excitement around the new policy fades, use will likely stabilize in the range of a monthly 20 to 30 percent increase from current use levels.

These estimated changes in use are predicated on implementation of the off-use pilot program only and do not take into account any other potential changes in management approaches to use at Pillar Point Bluff and Quarry Park. Furthermore, they do not take into consideration any use changes that may result if the pilot program is expanded to other sites in San Mateo County. The changes also represent a possible range of increase without consideration of any potential actions associated with other impacts (e.g., dog waste, conflict) that may arise from increased dog use at these sites. In the future, the County

should consider these other types of impacts, in addition to use levels as part of a routine adaptive management program.

References

- American Kennel Club (AKC). 2008. Establishing a Dog Park in Your Community. Government Relations Department, American Kennel Club. Raleigh, NC.
- American Veterinary Medical Association (AVMA). 2018. AVMA Pet Ownership and Demographics Sourcebook 2017 – 2018 Edition. Veterinary Economics Division, American Veterinary Medical Association. Schaumburg, IL. October 2018.
- Association of Bay Area Governments (ABAG). 2017. Projections 2040: Projections by Jurisdiction (curated data). Available at: <http://projections.planbayarea.org/>. Accessed March 17, 2021.
- Boutilier, B., Dogs Off-Leash Program Coordinator, City of Edmonton (Canada), personal communication with Sergio Capozzi, Red Canoe, LLC. January 27, 2021.
- California State Parks. 2014. Survey on Public Opinions and Attitudes on Outdoor Recreation in California 2012. California State Parks, Natural Resources Agency, State of California. January 2014.
- City of Ann Arbor. 2015. Recommendations and Guidelines for Dog Park Site Selection, Design, Operations and Maintenance. Parks and Recreation, City of Ann Arbor, MI.
- City of Edmonton. 2017. Dogs in Open Spaces Implementation Plan. Parks and Roads Services, City Operations, City of Edmonton, Canada.
- City of Kelowna. 2016. Off-Leash Dog Beaches and Parks Community Engagement Report. City of Kelowna. September 2016.
- City of Olympia. 2019. Off-Leash Dog Area Survey. City of Olympia Parks, Arts, and Recreation. Available at URL: <https://olympiawa.gov/city-services/parks/Off-leash-Dog-Areas.aspx>. Accessed January 26, 2021.
- City of Seattle. 2017. People, Dogs and Parks Plan. Seattle Parks and Recreation. August 2017.
- City of Surrey. 2012. City of Surrey 2012 – 2021 Dog Off Leash Area Strategy. City of Surrey, Canada.
- County of San Mateo Parks Department (CSMPD). 2017. San Mateo County Dog Management Survey Results, as included in: Staff Report To Support Dog Committee Policy Recommendations for Dog Management in San Mateo County Parks. December 6, 2017. Available at URL: <https://parks.smcgov.org/dogs-at-SMC-parks>. Accessed January 27, 2021.
- Cutt H, Giles-Corti B, Knuiman M, Timperio A, Bull F. 2008. Understanding dog owners' increased levels of physical activity: results from RESIDE. American Journal of Public Health. Vol. 98(1): 66-69.
- Eastbay Regional Park District (EBRPD). 2018. Point Isabel Regional Shoreline website. Available at URL: https://www.ebparks.org/parks/pt_isabel/. Accessed January 26, 2021.

- Garvin, A. 2011. Public Parks: The Key to Livable Communities. W.W. Norton & Company, Inc. New York, NY.
- Gomez, E. 2013. Dog Parks: Benefits, Conflicts, and Suggestions. Journal of Park and Recreation Administration. Winter 2013. Vol. 31(4): 79-91.
- Greenberg, A. 2020. How Dogs Parks Took Over the Urban Landscape. Smithsonian Magazine. Available at URL: <https://www.smithsonianmag.com/history/how-dog-parks-took-over-urban-landscape-180973902/>. Accessed 3/1/21.
- Krohe, J. 2005. Who Let the Dogs Out? Planning. American Planning Association. February 2005.
- Lail, P., McCormack, G.R., and Rock, M. 2011. Does dog-ownership influence seasonal patterns of neighbourhood-based walking among adults? A longitudinal study. BioMed Central Public Health. Vol. 11(148).
- Lee, H.S., Shepley, M., and Huang, C.S. 2009. Evaluation of off-leash dog parks in Texas and Florida: A study of use patterns, user satisfaction, and perception. Landscape and Urban Planning. Vol. 92(2009): 314-324.
- McCormack, G.R., Rock, M., Sandalack, B., and Uribe, F.A. 2011. Access to off-leash parks, street pattern and dog walking among adults. Public Health. Vol. 125(2011): 540-546.
- National Park Service (NPS). 2016. Golden Gate National Recreation Area (California) Final Dog Management Plan/Environmental Impact Statement. San Francisco, CA. December 2016.
- National Recreation and Park Association (NRPA). 2020. 2020 Engagement With Parks Report. National Recreation and Park Association, Ashburn, VA. 2020.
- Sehatzadeh, B., Noland, R.B., and Weiner, M.D. 2011. Walking frequency, cars, dogs, and the built environment. Transportation Research Part A. Vol. 45(2011): 741-754.
- The Trust for Public Land (TPL). 2018. 2018 City Park Facts Report (Dog Parks). The Trust for Public Land – Center for City Park Excellence. San Francisco, CA.
- TPL. 2019. Dog Parks 101. The Trust for Public Land – Center for City Park Excellence. San Francisco, CA.
- U.S. Census Bureau. 2019a. San Mateo County, California - Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2019. Data table available at URL: <https://data.census.gov/cedsci/table?q=san%20mateo%20county,%20ca&tid=PEPPPOP2019.PEPANNRES&hidePreview=false>. Accessed January 28, 2021.
- U.S. Census Bureau. 2019b. San Mateo County, California – American Community Survey Demographic and Housing Estimates: April 1, 2020 to July 1, 2019. Data tables for years 2010 to 2019 available at URL: <https://data.census.gov/cedsci/table?q=san%20mateo%20county,%20ca&tid=ACSDP1Y2019.DP05&hidePreview=false>. Accessed January 28, 2021.

- U.S. Department of Agriculture, Forest Service (USFS). 2012. Future of America's Forests and Rangelands: Forest Service 2010 Resources Planning Act Assessment. Gen. Tech. Rep. WO-87. Washington, D.C. 198 p.
- Walsh, J.M.S. 2020. A Quantitative Exploration of Conflict Potential and Perceptions of Threats, Benefits and Barriers: Toward Conflict Prevention When Dogs Visit Nature Trails. Doctor of Philosophy Dissertation. College of Arts, Humanities, and Social Sciences, Nova Southeastern University. Fort Lauderdale, FL.
- Westgarth, C., Christley, R.M., and Christian, H.E. 2014. How might we increase physical activity through dog walking? A comprehensive review of dog walking correlates. *International Journal of Behavioral Nutrition and Physical Activity*. Vol. 11(83).
- Yabroff, K.R., Troiano, R.P., and Berrigan, D. 2008. Walking the Dog: Is Pet Ownership Associated with Physical Activity in California? *Journal of Physical Activity and Health*. Vol. 5(2008): 216-228.
- Zuniga-Teran, A.A., Stoker, P., Gimblett, R.H., Orr, B. J., Marsh, S.E., Guertin, D.P., and Chalfoun, N.V. Exploring the Influence of Neighborhood Walkability on the Frequency of Use of Greenspace. *Landscape and Urban Planning*. Vol. 190, October 2019.

APPENDIX B – Biological Resources Technical Memorandum

REVISED BIOLOGICAL RESOURCES TECHNICAL MEMORANDUM

To: Nicholas Calderon, Director
San Mateo County Parks

From: Leslie Allen

cc: John Baas & Paul Curfman, WRA

Date: Revised October, 2021

Subject: Biological Communities and Habitat Quality Assessments
Off-leash Dog Pilot Program at Quarry Park and Pillar Point Bluff Park

This memorandum summarizes an assessment of existing conditions pertaining to biological resources at Quarry Park and Pillar Point Bluff Park in San Mateo County, California. This assessment was conducted by WRA, Inc. (WRA) at the request of the County of San Mateo Parks Department (Parks Department) to inform an Initial Study of off-leash dog access at these two County Park units, in conformance with the California Environmental Quality Act (CEQA). In addition to documenting existing biological communities and sensitive habitats in both park units, WRA broadly assessed the baseline quality of such habitats located in relatively close proximity to the trails. This will enable the Parks Department to track and evaluate any changes in habitat quality during and after the pilot period. For the purposes of this assessment, the "Project" is the 12-month pilot program allowing off-leash dog access, with some restrictions, on designated and signed trails at these two parks.

The proposed Project would take place in two public parks owned and operated by the Parks Department (Figure 1, Study Area). Quarry Park is a 577-acre community park with hiking trails, playground areas, a picnic area, a community garden, and open grassy areas. The town of El Granada comprises its southern and the majority of its eastern border. Rancho Corral de Tierra, a natural area within the Golden Gate National Recreation Area, completes the eastern border and all of the northern border. The town of Miramar and open lands associated with it are along the western border.

Pillar Point Bluff Park is a 220-acre bluff top area adjacent to the larger Fitzgerald Marine Reserve, which follows the coast. It is important to note that the Fitzgerald Marine Reserve is a separate park that is located adjacent to the Pillar Point Bluff. Dogs are not allowed on the beach at the Fitzgerald Marine Reserve, and off-leash access in the Fitzgerald Marine Reserve is not part of the pilot program. A 3.1-mile trail loops Pillar Point Bluff and is part of the California Coastal Trail. Pillar Point Bluff Park is bordered along the western edge by the protected tidepools of the Fitzgerald Marine Reserve. Half Moon Bay Airport borders the park along the eastern edge. The lands to the north and south of the park are mixed commercial and residential use areas.

Regulatory Background

The following sections explain the regulatory context of the biological assessment, including applicable laws and regulations that were applied to the field investigations and analysis of potential Project impacts.

Special-Status Species

Special-status species include those plants and wildlife species that have been formally listed, are proposed as endangered or threatened, or are candidates for such listing under the federal Endangered Species Act (FESA) or California Endangered Species Act (CESA). These Acts afford protection to both listed and proposed species. In addition, California Department of Fish and Wildlife (CDFW) Species of Special Concern (SSC), and National Marine Fisheries Service (NMFS) Species of Concern (SOC), are species that face extirpation if current population and habitat trends continue. U.S. Fish and Wildlife Service (USFWS) Birds of Conservation Concern, sensitive species included in USFWS Recovery Plans, and CDFW special-status invertebrates are also considered special-status species. Although CDFW Species of Special Concern generally have no special legal status, they are given special consideration under CEQA. In addition to regulations for special-status species, most birds in the United States, including non-status species, are protected by the Migratory Bird Treaty Act (MBTA) of 1918. Under this legislation, destroying active nests, eggs, and young is illegal. Bat species designated as “High Priority” by the Western Bat Working Group qualify for legal protection under Section 15380(d) of the CEQA Guidelines. “High Priority” species are defined as “imperiled or are at high risk of imperilment based on available information on distribution, status, ecology and known threats”.

Plant species included within the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants (Inventory, CNPS 2020) with California Rare Plant Rank (Rank) of 1, 2, and 3 are also considered special-status plant species and must be considered under the CEQA. Some Rank 4 plant species meet the definitions of Section 1901 Chapter 10 of the Native Plant Protection Act or Sections 2062 and 2067 of the California Fish and Game Code (CFGF) that outlines CESA. However, the CNPS and CDFW strongly recommend that these species be fully considered during the preparation of environmental documentation related to CEQA. This may be particularly appropriate for the type locality of a Rank 4 plant species, for populations at the periphery of a species range, or in areas where the taxon is especially uncommon or has sustained heavy losses, or from populations exhibiting unusual morphology or occurring on unusual substrates. A description of Ranks is provided below in Table 1.

Table 1. Description of Ranks and Threat Codes

California Rare Plant Ranks (formerly known as CNPS Lists)	
Rank 1A	Presumed extirpated in California and either rare or extinct elsewhere
Rank 1B	Rare, threatened, or endangered in California and elsewhere
Rank 2A	Presumed extirpated in California, but common elsewhere
Rank 2B	Rare, threatened, or endangered in California, but common elsewhere
Rank 3	Plants about which more information is needed - A review list
Rank 4	Plants of limited distribution - A watch list
Threat Ranks	

California Rare Plant Ranks (formerly known as CNPS Lists)	
0.1	Seriously threatened in California
0.2	Moderately threatened in California
0.3	Not very threatened in California

Sensitive Biological Communities

Sensitive biological communities include habitats that fulfill special functions or have special values, such as wetlands, streams, and riparian habitat. These habitats are regulated under federal regulations (such as the Clean Water Act [CWA]), state regulations (such as the Porter-Cologne Act, the CDFW Streambed Alteration Program, and CEQA), or local ordinances or policies (such as City or County Tree Ordinances, Special Habitat Management Areas, applicable Local Coastal Programs, and General Plan Elements).

Waters of the United States

Section 404 of the CWA gives the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (Corps) regulatory and permitting authority regarding discharge of dredged or fill material into “navigable waters of the United States”. Section 502(7) of the CWA defines waters as “waters of the United States, including territorial seas.” Section 328 of Chapter 33 in the Code of Federal Regulations (CFR) defines the term “waters of the United States” as it applies to the jurisdictional limits of the authority of the Corps under the CWA. A summary of the definition of “waters of the U.S.” in 33 CFR 328.3 as published in 1986 includes:

- (1) All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (2) All interstate waters including interstate wetlands;
- (3) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters: (i) which are or could be used by interstate or foreign travelers for recreational or other purposes; or (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or (iii) which are used or could be used for industrial purpose by industries in interstate commerce;
- (4) All impoundments of waters otherwise defined as waters of the United States under the definition;
- (5) Tributaries of waters identified in paragraphs (a) (1)—(4) of this section;
- (6) The territorial seas;
- (7) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) (1)—(6) of this section.

Areas not considered to be “waters of the United States” are exempted under the Preamble to the 1986 Rule and subject to a case by case analysis, including:

- (1) Non-tidal drainage and irrigation ditches excavated on dry land.

- (2) Artificially irrigated areas which would revert to upland if the irrigation ceased.
- (3) Artificial lakes or ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing,
- (4) Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
- (5) Waterfilled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States (see 33 CFR 328.3(a)).

In the Corps Rivers and Harbors regulations (33 CFR Part 329.4), the term “navigable waters of the U.S.” is defined to include all those waters that are subject to the ebb and flow of the tide, and/or presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

The limits of Corps jurisdiction under Section 404 as given in 33 CFR Section 328.4 are as follows:

- (1) *Territorial seas*: three nautical miles in a seaward direction from the baseline;
- (2) *Tidal waters of the U.S.*: high tide line (HTL) or to the limit of adjacent non-tidal waters;
- (3) *Non-tidal waters of the U.S.*: ordinary high water mark or to the limit of adjacent wetlands; or
- (d) *Wetlands*: to the limit of the wetland.

The Corps has developed standard methods and data reporting forms contained in the *U.S. Army Corps of Engineers Wetlands Delineation Manual* (Corps Manual; Environmental Laboratory 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Arid West Supplement; Corps 2008) to determine the presence or absence of Waters of the U.S. The procedures described in the Corps Manual were used to identify wetlands and non-wetland waters in the Study Area that are potentially subject to regulation under Section 404 of the CWA.

Waters of the State

The Dickey Water Pollution Act of 1949 and Porter Cologne Act of 1969 established the State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Board (RWQCB) districts in the State of California. The SWRCB and each RWQCB district regulates activities in Waters of the State, which include Waters of the U.S. Waters of the State are defined by the Porter-Cologne Act as “any surface water or groundwater, including saline waters, within the boundaries of the state.” In addition, the SWRCB has adopted a wetland definition that is similar to, but slightly different from, that used by the Corps. The state definition as adopted in April 2019 and currently in effect, states that:

An area is wetland if, under normal circumstances, (1) the area has continuous or recurrent saturation of the upper substrate caused by groundwater, or shallow surface water, or both; (2) the duration of such saturation is sufficient to cause anaerobic conditions in the upper substrate; and (3) the area’s vegetation is dominated by hydrophytes or the area lacks vegetation.

The RWQCB regulates discharges of fill and dredged material under Section 401 of the CWA and

the Porter-Cologne Water Quality Control Act through the State Water Quality Certification Program. State Water Quality Certification is necessary for all projects that require a Corps permit, or fall under other federal jurisdiction, and have the potential to impact waters of the State. In order for a Section 404 permit to be valid, Section 401 of the CWA requires a Water Quality Certification or waiver to be obtained. The Water Quality Certification (or waiver) determines that the permitted activities will not violate water quality standards individually or cumulatively over the term of the action. Water quality certification must be consistent with the requirements of the CWA, CEQA, the CESA and Porter-Cologne Act.

If a proposed project or portion of a proposed project does not require a federal permit, but does involve dredge or fill activities that may result in a discharge to Waters of the State, the RWQCB has the option to regulate the dredge and fill activity under its state authority in the form of Waste Discharge Requirements or Certification of Waste Discharge Requirements. In these cases, a Water Quality Certification is not necessary under Section 401 of the CWA because federal jurisdiction does not apply.

Streams, Lakes, and Riparian Habitat

Streams and lakes, as habitat for fish and wildlife species, are subject to jurisdiction by CDFW under Sections 1600-1616 of the CFGC. Alterations to or work within or adjacent to streambeds or lakes generally require a 1602 Lake and Streambed Alteration Agreement. The term stream, which includes creeks and rivers, is defined in the California Code of Regulations (CCR) as follows: “a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports or has supported riparian vegetation” (14 CCR 1.72). In addition, the term stream can include ephemeral streams, dry washes, watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance if they support aquatic life, riparian vegetation, or stream dependent terrestrial wildlife (CDFG ESD 1994). Riparian is defined as, “on, or pertaining to, the banks of a stream;” therefore, riparian vegetation is defined as, “vegetation which occurs in and/or adjacent to a stream and is dependent on, and occurs because of, the stream itself” (CDFG ESD 1994). Removal of riparian vegetation also requires a Section 1602 Lake and Streambed Alteration Agreement from CDFW.

Other Sensitive Biological Communities

Other sensitive biological communities not discussed above include habitats that fulfill special functions or have special values. Natural communities considered sensitive are those identified in local or regional plans, policies, regulations, or by the CDFW. The CDFW ranks sensitive communities as “threatened” or “very threatened” and keeps records of their occurrences in its Natural Diversity Database (CNDDDB, CDFW 2020). Sensitive plant communities are also identified by CDFW on their *List of California Natural Communities Recognized by the CNDDDB* (CDFW 2020). Impacts to sensitive natural communities identified in local or regional plans, policies, regulations or by the CDFW or USFWS must be considered and evaluated under CEQA (CCR: Title 14, Div. 6, Chap. 3, Appendix G). Specific habitats may also be identified as sensitive in City or County General Plans or ordinances.

California Coastal Commission Environmentally Sensitive Habitat Areas (ESHAs)

The California Coastal Commission defines an ESHA as follows:

"Environmentally sensitive habitat area" means any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. "

California Coastal Commission (CCC) Guidelines contain definitions for specific types of ESHAs, including: wetlands, estuaries, streams and rivers, lakes, open coastal waters and coastal waters, riparian habitats, other resource areas, and special-status species and their habitats. For the purposes of this report, WRA has taken into consideration any areas that may meet the definition of any ESHA defined by the CCC guidelines or the San Mateo County Local Coastal Program (County LCP).

San Mateo County Local Coastal Program and Land Use Plan

The County LCP (San Mateo County 2013) identified sensitive habitats to include: riparian corridors, wetlands, marine habitats, sand dunes, sea cliffs, and habitats supporting rare, endangered, and unique species. Further, the County LCP defines sensitive habitats as:

...any area which meets one of the following criteria: (1) habitats containing or supporting "rare and endangered" species as defined by the State Fish and Game Commission, (2) all perennial and intermittent streams and their tributaries, (3) coastal tide lands and marshes, (4) coastal and offshore areas containing breeding or nesting sites and coastal areas used by migratory and resident water-associated birds for resting areas and feeding, (5) areas used for scientific study and research concerning fish and wildlife, (6) lakes and ponds and adjacent shore habitat, (7) existing game and wildlife refuges and reserves, and (8) sand dunes.

County LCP (2013), Policy 7.1

In areas defined as wetlands, buffer zones must be established according to the following guidelines:

Buffer zones shall extend a minimum of 100 feet landward from the outermost line of wetland vegetation. This setback may be reduced to no less than 50 feet only where (1) no alternative development site or design is possible; and (2) adequacy of the alternative setback to protect wetland resources is conclusively demonstrated by a professional biologist to the satisfaction of the County and the State Department of Fish and Game [now Fish and Wildlife]. A larger setback shall be required as necessary to maintain the functional capacity of the wetland ecosystem.

County LCP (2013), Policy 7.18

Additionally, the County LCP defines Riparian Corridors as a sensitive habitat, where riparian corridors are defined as:

...the "limit of riparian vegetation" (i.e., a line determined by the association of plant and animal species normally found near streams, lakes and other bodies of freshwater: red alder, jaumea, pickleweed, big leaf maple, narrow-leaf cattail, arroyo willow, broadleaf cattail, horsetail, creek dogwood, black cottonwood, and box elder). Such a corridor must contain at least a 50% cover of some combination of the plants listed.

County LCP (2013), Policy 7.7

This County LCP further clarifies in Policy 7.8 that riparian corridors be established for all perennial and intermittent streams, lakes, and other bodies of freshwater in the Coastal Zone. Guidelines for establishing buffer zones are described as:

- a. *On both sides of riparian corridors, from the "limit of riparian vegetation" extend buffer zones 50 feet outward for perennial streams and 30 feet outward for intermittent streams.*
- b. *Where no riparian vegetation exists along both sides of riparian corridors, extend buffer zones 50 feet from the predictable high water point for perennial streams and 30 feet from the midpoint of intermittent streams.*
- c. *Along lakes, ponds, and other wet areas, extend buffer zones 100 feet from the high water point except for manmade ponds and reservoirs used for agricultural purposes for which no buffer zone is designated.*

County LCP (2013), Policy 7.11

The County LCP also requires in Policy 7.48 that any development keep to a minimum the number of native Monterey pine (*Pinus radiata*) cut in the natural pine habitat near the San Mateo-Santa Cruz County line and allows the commercial cutting of Monterey pine if it perpetuates the long-term viability of stands or prevents environmental degradation.

Additionally, while not considered a Federal, State, or CNPS-ranked special-status plant species, Policy 7.49 of the County LCP requires that any development within one-half mile of the coast mitigate against the destruction of California strawberry through:

- a) Prevent any development, trampling, or other destructive activity which would destroy the plant; or,
- b) After determining specifically if the plants involved are of particular value, successfully transplant them or have them successfully transplanted to some other suitable site.
- c) Determination of the importance of the plants can only be made by a professional doing work in strawberry breeding.

Methods

On February 12, 2020, WRA biologists, Rei Scampavia and Eliza Schlein, traversed portions of the trails within the Study Area to determine (1) if plant communities present in the Study Area matched existing data and conclusions drawn through desktop analysis, (2) if existing conditions provide suitable habitat for any special-status plant or wildlife species, (3) if sensitive habitats including ESHAs are present close to trails, (4) the baseline conditions of habitat quality within view from the trails, and (5) the size of buffers needed to protect certain habitat types. Plant nomenclature follows Baldwin et al. (2012), except where noted. For cases in which taxonomic

discrepancies occur between Baldwin et al. and the Inventory, precedence was given to the species classification used in the Inventory. A follow-up site visit was conducted by Rei Scampavia and Brian Kearns in September, 2021 to verify presence an additional wetland area and a coastal shrub area mentioned in a comment letter for the public review draft IS/MND.

Special-status Species

Potential occurrence of special-status species in the Study Area was evaluated by first determining which special-status species occur in the vicinity of the Study Area through a literature and database search. Database searches for known occurrences of special-status species focused on the Half Moon Bay and Montara Mountain 7.5-minute U.S. Geological Survey (USGS) quadrangles. The following sources were reviewed to determine which special-status plant and wildlife species have been documented to occur in the vicinity of the Study Area:

- CNDDB records (CDFW 2020)
- USFWS Information for Planning and Conservation Species (USFWS 2020)
- CNPS Inventory records (CNPS 2020a)
- California Bird Species of Special Concern (Shuford and Gardali 2008)
- USFWS Critical Habitat Mapper (USFWS 2020)
- County LCP (County of San Mateo 1998, 2013)

Sensitive Biological Communities

The previous biological resources assessment of Quarry Park (WRA 2018) was examined to provide baseline information on plant communities and ESHAs within the park. All ESHA areas were surveyed during the site visit. Biological communities present in the Study Area were classified based on existing plant community descriptions described in the *Preliminary Descriptions of the Terrestrial Natural Communities of California* (Holland 1986) and *A Manual of California Vegetation* (Sawyer et al. 2009). However, in some cases it is necessary to identify variants of community types or to describe non-vegetated areas that are not described in the literature. Biological communities were classified as sensitive or non-sensitive as defined by CEQA, the County LCP, and other applicable laws and regulations.

Non-sensitive biological communities are those communities that are not afforded special protection under CEQA, and other state, federal, and local laws, regulations and ordinances. These communities may provide suitable habitat for some special-status plant or wildlife species and are discussed below. Sensitive biological communities are defined as those communities that are given special protection under CEQA and other applicable federal, state, and local laws, regulations and ordinances. Applicable laws and ordinances are discussed above. Special methods used to identify sensitive biological communities are discussed below.

Wetlands and Waters

The Study Area was surveyed at a reconnaissance level to determine if any wetlands and waters potentially subject to jurisdiction by the Corps, RWQCB, or CDFW were present. The assessment was based primarily on the presence of wetland plant indicators, but may also include any observed indicators of wetland hydrology as defined by the Corps Manual (Environmental Laboratory 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation*

Manual: Arid West Region (Corps 2008). Any potential wetland areas were identified as areas dominated by plant species with a wetland indicator status of obligate wetland (OBL), facultative wetland (FACW), or facultative (FAC) as given on the U.S. Department of Agriculture: National Wetland Plant List (Lichvar et al. 2016). Evidence of wetland hydrology can include evidence such as visible inundation or saturation, surface sediment deposits, algal mats and drift lines, and oxidized root channels. Given that the site visits did not include a routine-level wetland delineation and was only reconnaissance level, soils were not examined in the field as part of this assessment.

Habitat Quality

WRA documented existing habitat quality of the biological communities that are located within relatively close proximity to the trails that will be included in the off-leash dog access pilot project and extrapolated habitat conditions for other trail areas. For the purposes of this qualitative assessment, WRA categorized existing or baseline “habitat quality” as outlined in Table 2.

Table 2. Habitat Quality Categories

Category A	High Quality / Mostly Intact Vegetation, where present, is composed of greater than 75% native plant cover based on visual estimates from the trail. Visible evidence of vegetation trampling by humans or dogs is absent or negligible.
Category B	Moderate Quality / Moderately Altered or Impacted Vegetation, where present, is composed of greater than 50% native plant cover based on visual estimates from the trail. Visible evidence of vegetation trampling by humans or dogs is present but not extensive.
Category C	Low Quality Vegetation, where present, is composed of less than 50% native plant cover based on visual estimates from the trail. Visible evidence of vegetation trampling by humans or dogs is present but not extensive.
Category D	Low Quality / Extensively Altered or Impacted Vegetation, where present, is composed of less than 50% native plant cover based on visual estimates from the trail. Visible evidence of vegetation trampling by humans or dogs is present and extensive.

For areas that were not surveyed directly during the site visit, extrapolations based on field observations in related habitat, desktop analysis using Google Earth imagery (2020), and photographs from the Quarry Park biological resources assessment (WRA 2018) were combined to model the biological communities and their qualities. Areas thought to be part of a biological community observed during the site visit, but not directly traversed, were given the same representative habitat quality rating as observed habitats.

Results

Special-Status Species

In this assessment of special-status species, only species that are known or thought to have the potential to occur in areas close to trails have been considered. The potential impacts of the Project are not expected to extend far beyond the extent of the trail network.

Quarry Park

A CNDDDB and CNPS search of the Quarry Park area did not return any occurrences of special-status plant or animal species within the park boundary. During the February 12, 2020 site visit, WRA biologists did not observe any special status plant or animal species along the trails. The following species were documented by WRA to be present in the Biological Resources Assessment completed for the park in 2018.

Allen's hummingbird (*Selasphorus sasin*), USFWS Bird of Conservation Concern. Allen's hummingbird, common in many portions of its range, is a summer resident along the majority of California's coast and a year-round resident in portions of coastal southern California and the Channel Islands. Breeding occurs in association with the coastal fog belt, and typical habitats used include coastal scrub, riparian, woodland and forest edges, and eucalyptus and cypress groves (Mitchell 2000). This species feeds on nectar, as well as insects and spiders. There are a variety of suitable habitats for this species within Quarry Park including northern coastal scrub and blue gum grove. Additionally, the park is in close proximity to a variety of rich natural and landscaped foraging habitats. Allen's hummingbird has been observed within the park, and is therefore considered present throughout the area (Arechiga 2017). It is unlikely that off-leash dogs will negatively affect the hummingbird since they are a highly mobile species that is able to escape ground predators easily.

Burrowing owl (*Athene cunicularia*), CDFW Species of Special Concern. Though historically occupying a broader range, the current accepted breeding range of the burrowing owl extends throughout much of California, primarily focused around agricultural areas in the Central and Imperial valleys and typically excluding coastal areas. Broad surveys of core areas of the state indicated a lack of breeding activity in Napa, Marin, San Francisco, Santa Cruz, and Ventura, with very low numbers found in Sonoma, San Mateo, Santa Barbara, and Orange Counties. The owl is considered a grassland species and is adaptable to highly managed (agricultural) systems that supply burrows for roosting and nesting and relatively short vegetation with sparse shrubs and taller vegetation (Gervais et al. 2008). The thick vegetation within Quarry Park likely precludes nesting activity of the species; however, the site may provide overwintering habitat and the species may nest in adjacent agricultural zones with low growing or sparse vegetation. The

species has been observed during camera trap surveys in Quarry Park (Hickman 2017). The only areas in which off-leash dogs would be able affect an owl population have relatively poor habitat quality and burrowing is unlikely, therefore dogs are also unlikely to affect owls.

San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), CDFW Species of Special Concern. This subspecies of the dusky-footed woodrat occurs in the Coast Ranges between San Francisco Bay and the Salinas River (Matocq 2004). Occupied habitats are variable and include forest, woodland, riparian areas, and chaparral. Woodrats feed on woody plants, but will also consume fungi, grasses, flowers, and acorns. Foraging occurs on the ground and in bushes and trees. This species constructs robust stick houses/nests in areas with moderate cover and a well-developed understory containing woody debris. Breeding takes place from December to September. Individuals are active year-round and generally nocturnal.

While the species does not typically inhabit Eucalyptus groves, thick sections of willow scrub and riparian corridors are generally preferred habitats for the species. Nests constructed by this species were observed in these habitats. Because nests constructed by this species were observed in multiple locations throughout the park, and suitable habitats are present in various locations, this species is considered present (Hickman 2017). The areas in which woodrats could be found would be considered ESHAs. Off-leash dogs would not be allowed in these ESHA areas and therefore impacts would be minimal, if any, to the woodrat.

Pillar Point Bluff Park

The following species are known to occur within the park area and have the potential to occur near trails.

Rose leptosiphon (*Leptosiphon rosaceus*), CNPS Rare Plant Rank 1B.1. Rose leptosiphon is an annual forb in the phlox family (Polemoniaceae) that blooms from April through July. It typically occurs in coastal bluff scrub habitat at elevations ranging from 0 to 325 feet (CNPS 2020, CDFW 2020). This plant has been documented along trails that are not proposed for off-leash dog access. The impact to this community would not increase as a result of project activities.

California red-legged frog (*Rana draytonii*), Federal Threatened Species, CDFW Species of Special Concern. The California red-legged frog is dependent on suitable aquatic, estivation, and upland habitat. During periods of wet weather, starting with the first rainfall in late fall, red-legged frogs disperse away from their estivation sites to seek suitable breeding habitat. Aquatic and breeding habitat is characterized by dense, shrubby, riparian vegetation and deep, still or slow-moving water. Breeding occurs between late November and late April. California red-legged frogs estivate (period of inactivity) during the dry months in small mammal burrows, moist leaf litter, incised stream channels, and large cracks in the bottom of dried ponds. This species is known to occur in Pillar Point Marsh which is adjacent to the Jean Lauer Trail. Additionally, the seasonal wetland on the eastern side of the Jean Lauer Trail has the potential to support this species.

San Francisco (saltmarsh) common yellowthroat (*Geothlypis trichas sinuosa*), USFWS Bird of Conservation Concern, CDFW Species of Special Concern. This subspecies of the common yellowthroat is found in freshwater marshes, coastal swales, riparian thickets, brackish marshes, and saltwater marshes. Their breeding range extends from Tomales Bay in the north, Carquinez Strait to the east, and Santa Cruz County to the south. This species requires thick,

continuous cover such as tall grasses, tule patches, or riparian vegetation down to the water surface for foraging and prefers willows for nesting (Shuford and Gardali 2008). This species is known to occur within Pillar Point Marsh.

Pacific harbor seal (*Phoca vitulina richardsi*), MMPA. Harbor seals are fairly common, non-migratory pinnipeds inhabiting coastal and estuarine waters from Alaska to Baja California, Mexico. They are a year-round resident in the San Francisco Bay Area (Codde and Allen 2013). They haul out on rocks, reefs, and beaches, and feed in marine, estuarine, and occasionally fresh waters (National Marine Mammal Laboratory 2012). This widespread true seal is commonly found throughout much of San Francisco Bay. Harbor Seals use open water for feeding and travelling, and terrestrial substrates adjacent to water for hauling out (resting). A haul-out site is generally considered a rookery if there are pups present at the site. Harbor seals in San Francisco Bay also tend strongly towards use of established haul-out areas, as opposed to hauling out in new areas (Kopec 1999). This species is known to occur in Pillar Point Harbor and has the potential to haul out on beaches at Ross' Cove. **A Harbor Seal pup was killed by a dog in 2018 at Ross' Cove.**

California sea lion (*Zalophus californianus*), MMPA. California sea lions are found from Vancouver Island, British Columbia to the southern tip of Baja California in Mexico. They breed mainly on offshore islands, ranging from southern California's Channel Islands south to Mexico, although a few pups have been born on Año Nuevo and the Farallon Islands on the central Californian coast (TMMC 2018). Sandy beaches are preferred for haul out sites, although in California they haul out on marina docks as well as jetties and buoys (TMMC 2018). This species is known to occur in Pillar Point Harbor and has the potential to haul out on beaches at Ross' Cove.

Biological Communities

Non-sensitive biological communities in Quarry Park include developed areas, eucalyptus groves, Monterey cypress stands, Monterey pine stands, non-native annual grassland, and northern coastal scrub (Figure 2). Non-sensitive biological communities in Pillar Point Bluff Park include developed areas, Monterey pine stands, non-native annual grassland, and northern coastal scrub (Figure 3).

Descriptions for each biological community are provided below and the mapped extent of each biological community is identified in Table 3.

Eucalyptus groves are known from the Coast Ranges and Central Valley, typically as planted woodlands and shelterbelts to buffer coastal winds and provide shade. These groves are not described in Holland (1986), but are included in Sawyer et al. (2009), which describes eucalyptus groves as *Eucalyptus globulus* Semi-Natural Woodland Stands. This vegetation alliance is dominated by one of several eucalyptus species (*Eucalyptus* spp.), which are not native to North America. Eucalyptus groves are frequently situated in rural and semi-urbanized settings, along streams, and coastal hills and prairies.

Arroyo willow thickets are common throughout the state of California and consist of a canopy dominated by arroyo willows (*Salix lasiolepis*). To qualify as a true arroyo willow thicket, there must be 50% relative cover in the shrub or tree canopy (Keeler-Wolf et al. 2003) or at least 25%

absolute cover. Understory plants consist of typical scrub vegetation which varies throughout the community's geographic range. These communities are typically found along stream banks and benches, slope seeps, and along drainages (CNPS 2020b).

Developed areas are areas within the park extent that have been cleared of natural vegetation communities in order to serve a purpose to the public. These areas consist of trails, parking areas, and structures such as bathrooms and water fountains within the parks. In Quarry Park, the area that was previously the quarry floor is considered to be developed because it is still maintained as an area devoid of vegetation. Additionally, in Quarry Park the playground and community garden are considered developed areas.

Monterey cypress stands are native only to the Monterey peninsula where it grows on rocky, granitic soils of coastal headlands and bluffs subject to nearly constant onshore winds (Holland 1986). Only two natural stands have been documented, but Monterey cypress has been planted throughout coastal California for its capacity to serve as a windbreak and it has become naturalized. The California Invasive Plant Council (Cal-IPC) has rated Monterey cypress as "limited" for its ability to invade wildlands (Cal-IPC 2020). The Cal-IPC reports that even "limited" species are invasive and should be of concern to land managers and while ratings represent cumulative impacts statewide, a plant whose statewide impacts are categorized as "limited" may have more severe impacts in a particular region. Sawyer (2009) has recognized this biological community as Monterey cypress stands (*Callitropsis macrocarpa* Woodland Special Stands), which are planted for wind protection and as ornamental trees near roadsides, driveways, and homesteads. Native stands of this alliance that occur on the Monterey peninsula are given G1

Table 3. Biological Communities within the Quarry Park and Pillar Point Bluff Park Study Area

Biological Community ¹	Natural Community ³	Area Mapped Quarry Park (acres or linear feet)	Area Mapped Pillar Point Bluff (acres or linear feet)
Non-Sensitive ⁴			
Eucalyptus groves ²	Eucalyptus groves (<i>Eucalyptus [globulus, camaldulensis]</i> Semi-Natural Woodland Alliance)	310.01 ac	N/A
Developed ²	N/A	20.82 ac	5.84 ac
Monterey cypress stands	Monterey cypress stands (<i>Hesperocyparis [Cupressus] macrocarpa</i> Woodland Special Stands)	1.02 ac	N/A
Monterey pine stands	Monterey pine stands (<i>Pinus radiata</i> Forest Alliance)	3.36 ac	20.21 ac
Non-native [annual] grassland	Wild oats grassland (<i>Avena [barbata, fatua]</i> Herbaceous Stands)	46.79 ac	N/A
Northern coastal scrub	Coyote brush scrub (<i>Baccharis pilularis</i> Shrubland Alliance)	125.87 ac	121.94 ac
Arroyo Willow Thicket	Arroyo willow (<i>Salix lasioslepis</i>)	N/A	15.54 ac
Sensitive ⁴			
Beaches and Sea Cliff ² (ESHA)	N/A	1.92 ac	26.45 ac
Central coast arroyo willow riparian scrub (ESHA)	Arroyo willow thickets (<i>Salix lasiolepis</i> Shrubland Alliance)	23.65 ac	N/A
Ephemeral, intermittent, and perennial streams ² (ESHA)	N/A	0.53 ac/ 21,768 lf	N/A
Perennial Ponds ² (ESHA)	N/A	1.35 ac	N/A
Seasonal Ponds ² (ESHA)	N/A	0.14 ac	N/A
Potential seasonal wetland ² (ESHA)	Western rush marshes (<i>Juncus patens</i> Provisional Herbaceous Alliance)	4.02 ac	34.03 ac
Freshwater emergent wetland/pond		N/A	0.05 ac
Tidal Open Water	N/A	N/A	2.05 ac

¹Holland (1986), ²Biological community not described in Holland (1986), ³Sawyer et al. (2009)

⁴Determination based on the *List of California Terrestrial Natural Communities* (CDFG 2010) and the *San Mateo County Local Coastal Program* (County 1998)

S1 status due to their rarity; however, stands outside of the native range are not ranked and naturalized stands extend from Humboldt County to Santa Barbara County (Sawyer et al. 2009).

Monterey pine stands are described by Sawyer (2009) as the *Pinus radiata* Forest Alliance (Rarity Ranking G1 S1.2), which is planted throughout the state and worldwide, but only natural stands are considered rare, which exist in three disjunct areas in mainland California: near Año Nuevo, on the Monterey Peninsula, and at Cambria. Soils are typically well drained, and the stands typically occur between 0-300 meters elevation. Monterey pine is only protected under the County LCP by the San Mateo-Santa Cruz County line border and is therefore not protected within the Study Area.

Non-native annual grassland is described by Holland (1986) as a dense to sparse cover of non-native annual grasses with flowering culms 0.2-1-meter-high and often associated with numerous species of showy-flowered annual forbs. This community often occurs on fine-textured, usually clay soils, that are moist, or saturated during the winter rainy season and very dry during the summer and fall. Sawyer (2009) describes this community as wild oats grasslands (*Avena [barbata, fatua]* Semi-Natural Herbaceous Stands, no rarity ranking), which are dominated by the cool-season annual grass and occur in most habitats in California. Non-native grasslands typically contain elements of other non-native grasses.

Northern coastal scrub is described by Holland (1986) as a community type having low shrubs with dense covering in scattered grassy openings on shallow, rocky soils. Sawyer (2009) describes this community as coyote brush scrub (*Baccharis pilularis* Shrubland Alliance), which is known from the outer Coast Ranges and Sierra Nevada Foothills from Del Norte County south to San Diego County. This vegetation community is typically located on river mouths, riparian areas, terraces, stabilized dunes, coastal bluffs, open hillsides, and ridgelines on all aspects underlain by variable substrate of sand to clay (Sawyer et al. 2009).

Environmentally Sensitive Habitat Areas (ESHAs)

Eight ESHAs occur within Quarry Park: beaches; central coast arroyo willow riparian scrub; perennial pond, seasonal pond; ephemeral, intermittent, and perennial streams; and potential seasonal wetlands (Figure 2). Four ESHAs occur within Pillar Point Bluff Park, or could occur in areas of Pillar Point Bluff Park that were not directly assessed, based on a desktop analysis: beaches; perennial pond; tidal open water; and potential seasonal wetlands (Figure 3).

In addition to the eight ESHAs documented to occur within Quarry Park, California strawberry was observed scattered throughout eucalyptus grove, northern coastal scrub, and potential seasonal wetlands in the Study Area during site visits conducted to support the Quarry Park biological resources assessment (WRA 2018). California strawberry was not observed during the February 12, 2020 site visit but could be present near trails in eucalyptus groves, northern coastal scrub, and potential seasonal wetlands along trails that were not directly assessed. The County LCP regulates California strawberry, which is therefore considered sensitive under CEQA.

The eight ESHAs that occur within Quarry Park and the four ESHAs that occur or could occur within Pillar Point Bluff Park are described below.

Beaches and seacliffs consist of barren, mobile sand accumulations whose size and shape are determined by abiotic factors such as wind, rather than by stabilizing vegetation. Sawyer et al. (2009) does not describe this community. The closest Holland association to beaches is active coastal dunes, which occur along the Pacific Ocean where sandy beaches are present and coastal headlands are absent. The CCC and County LCP regulate beaches and this community is therefore considered sensitive under CEQA.

Central Coast arroyo willow riparian scrub is described by Holland (1986) as occurring in areas of open to nearly impenetrable willow shrubs associated with a stream or mouth of streams, occurring near the coast in the South Coast Ranges. This community is described by Sawyer (2009) as arroyo willow thickets (*Salix lasiolepis* Shrubland Alliance, Rarity Ranking G4 S4), which occurs throughout much of California along streams, seeps and drainages. The canopy is dominated by arroyo willow (*Salix lasiolepis*), forming an open to continuous layer with a variable herbaceous layer. Soils are relatively fine-grained sand and gravel bars from alluvial deposition. Central coast arroyo willow riparian scrub is considered an ESHA within the Coastal Zone. The RWQCB, CDFW, CCC, and County LCP regulate riparian communities and this community is therefore considered sensitive under CEQA.

Ephemeral, intermittent, and perennial streams are not described by Holland (1986) or Sawyer (2009). The Corps, RWQCB, CCC and County LCP regulate non-wetland waters including ephemeral, perennial, and intermittent streams and this community is therefore considered sensitive under CEQA.

Ponds occupy small portions of Quarry Park and Pillar Point Bluff Park. These features include a large sediment basin located in-line with the unnamed intermittent drainage in the western portion of Quarry Park and a historically created stock pond from a stream impoundment in the northeastern portion of Quarry Park. In the western portion of Quarry Park, Eucalyptus groves surround the perennial sediment pond while the vegetation around the perennial stockpond associated with Arroyo de en Medio includes central coast arroyo willow riparian scrub composed of arroyo willow and red alders. Although man-made, these historically created stock pond features are potentially jurisdictional as an impoundment of potentially jurisdictional non-wetland waters (Arroyo de en Medio). Additionally, two smaller seasonal ponds exist within Eucalyptus groves centrally in Quarry Park and one occurs under Monterey cypress stands in the southern extent of Mirada Surf West.

Three ponds are present in Pillar Point Bluff Park. Two ponds are located within Pillar Point Marsh. These ponds are not accessible by any trails and as such were not surveyed during the site visit. A smaller pond is located along the eastern side of the Jean Lauer Trail, and is surrounded by a wetland fringe. At the time of surveying, there was standing water approximately 6 inches deep in the depression. The Corps, RWQCB, CCC, and County LCP regulate ponds and thus, this community is therefore considered sensitive under CEQA.

Seasonal wetlands are described by Holland (1986) as comprised of mostly perennial herbs, especially sedges and grasses, usually forming complete cover, growing throughout the year in areas with mild winters. This community type occurs scattered throughout California and is most common in mesic grasslands. Sawyer (2009) best describes potential seasonal wetlands within Quarry Park as western rush marshes (*Juncus patens* Provisional Herbaceous Alliance, Rarity Ranking G4 S4), which occur on seasonally saturated soils on flats, depressions, or gentle slopes. Seasonal wetlands contain continuous to intermittent cover of western rush with commonly

associated facultative wetland plants such as Italian ryegrass, velvet grass (*Holcus lanatus*), willow-leaved dock (*Rumex crassus*), and subterranean clover (*Trifolium subterraneum*).

In the Study Area, this biological community occurs as potential seasonal wetland depressions within the non-native annual grassland of the former quarry floor located centrally in Quarry Park and within the northeast portion of Mirada Surf West. Seasonal wetlands also occur as a large potential seasonal wetland meadow in Mirada Surf East, north of Highway 1 and south of the Eucalyptus grove. The potential seasonal wetland depressions within the Eucalyptus groves were dominated by western rush (*Juncus patens*) with co-dominants including brown headed rush (*Juncus phaeocephalus* var. *phaeocephalus*), subterranean clover, and buckhorn plantain (*Plantago coronopus*). For the potential seasonal wetland meadow in the southern portion of the park, dominant species present include clustered field sedge (*Carex praegracilis*), western rush, and willow-leaved dock along with bristly ox-tongue and non-native grasses. An additional potential seasonal wetland depression was observed in the southeastern portion Quarry Park and is comprised predominately of willow-leaved dock and water pepper (*Persicaria hydropiperoides*) as well as species similar to the other potential wetlands. The Corps, RWQCB, CCC and County LCP regulate wetlands and this community is therefore considered sensitive under CEQA.

In Pillar Point Bluff Park, a small seasonal wetland is already designated as a sensitive habitat area according to signage posted along the trail. The wetland occurs along the fringe of a pond along the eastern side of the Jean Lauer Trail. Vegetation is comprised primarily of western rush (*Juncus patens*) and is surrounded by northern coastal scrub.

Tidal open waters are unvegetated areas under tidal influence. This unvegetated land cover type is not described in Sawyer et al. (2009) or Holland (1986). These areas are considered sensitive, as they are jurisdictional of the Corps, RWQCB, and CDFW.

Potential wetlands are biological communities extrapolated from desktop analysis that encompass areas appearing to have a wetland signature, but occupying lands that were not surveyed during the site visit. The actual footprint of these areas has not been verified. In general, wetlands are determined by the presence of the primary three wetland indicators: hydric soils, hydrophytic vegetation, and wetland hydrology.

Habitat Quality

An overall habitat quality grade for each biological community in each park was assigned by WRA based on an overall assessment of qualities observed from the trails. All trails were assigned a **D** grade for habitat quality. To account for the extent of human-generated (and, potentially, dog-generated) impact along the D grade habitat quality was applied and mapped an additional 3 to 4 feet laterally beyond either side of all trails. These areas were composed mostly of trampled earth and non-native vegetation in the highly disturbed areas.

Along trails that were directly assessed, the distance of the habitat quality as depicted in Figures 2 and 3 was determined based on average visibility from the trail into each biological community. For trails not directly assessed, a 20-foot distance from the trail was assumed and mapped. Habitat quality assessments by biological community are described below.

Quarry Park

Eucalyptus groves – B and C

The majority of Quarry Park is composed of eucalyptus groves. These areas are dominated by non-native eucalyptus species in the canopy. The understory composition determined the difference in habitat rating. Native vegetation such as sticky monkey-flower (*Diplacus aurantiacus*), coffeeberry (*Rhamnus californica*), California blackberry (*Rubus ursinus*), and sword fern (*Polystichum* sp.), comprised the understory of areas that were assigned a **B** grade. The majority of directly assessed eucalyptus grove areas were of **C** grade habitat quality, with the understory dominated by non-native plants such as Cape ivy (*Delairea odorata*) and Bermuda buttercup (*Oxalis pes-caprae*). Areas of eucalyptus groves that were not directly assessed during the February 12, 2020 site visit were assigned a **C** grade as well.

Monterey pine stands – C

Monterey pine stands were not directly assessed in Quarry Park. Based on habitat quality observed in Monterey pine stands occurring within Pillar Point Bluff Park (see description below), this community was assigned a **C** grade.

Non-native annual grassland – C

Non-native annual grasslands by definition are composed of mostly non-native species. The grasslands observed had minimal evidence of trampling; therefore, all grasslands (including those not directly observed) were given a **C** grade.

Northern coastal scrub – C

Northern coastal scrub was not directly assessed within Quarry Park during the February 12, 2020 site visit. The Quarry Park biological resources assessment report (WRA 2018) describes this community as containing an understory dominated by non-native species, such as soft chess (*Bromus hordeaceus*), dog-tail grass (*Cynosurus echinatus*), and Italian thistle (*Carduus pycnocephalus*). This description most closely matches areas of northern coastal scrub directly assessed in Pillar Point Bluff Park on February 12, 2020 that were assigned a **C** grade; therefore, this community was assigned a **C** grade in Quarry Park as well.

Central Coast arroyo willow riparian scrub – A

Central Coast arroyo willow scrub adjacent to surveyed trails consisted of a dense canopy of arroyo willow with other native shrubs and woody vines. According to the Quarry Park biological resources assessment report (WRA 2018), within this community the canopy is dense and nearly impenetrable. The high native shrub cover is likely to preclude the growth of invasive plant species and trampling by humans and domesticated animals. Based on the relatively intact condition of arroyo willow thickets observed in Pillar Point Bluff Park during the February 12, 2020 site visit, this community was assigned an **A** grade.

Ephemeral streams – A, B, and C

Ephemeral streams run adjacent to trails throughout Quarry Park. The stream that was assigned a **C** grade supports vegetation continuous with the **C**-rated eucalyptus groves in which the stream occurs. Areas that were assigned a **B** grade support vegetation contiguous with the **B** grade eucalyptus groves in which the streams are found. The stream segment given an **A** grade is far enough away from the trail to not show signs of trampling and is surrounded by associated native

vegetation with no non-native tree canopy. All ephemeral streams along trails were directly assessed during the February 12, 2020 site visit.

Pond – C

The perennial stock pond that is located along a trail in the western portion of the park was not directly assessed during the February 12, 2020 site visit. The Quarry Park biological resources assessment report (WRA 2018) describes this pond as surrounded by eucalyptus grove. Because the adjacent eucalyptus grove was assigned a **C** grade, the pond was given a corresponding **C** grade.

Seasonal wetlands – D

The seasonal wetland within Quarry Park that was directly assessed is located on the quarry floor in a highly trafficked area. The area shows signs of seasonal inundation and native vegetation, but the close proximity to the trail has degraded the area severely. The native vegetation is sparse showed signs of trampling. A WRA biologist observed off-leash dogs in the area during the February 12, 2020 site visit. Therefore, all seasonal wetlands in Quarry Park were assigned a **D** grade.

Pillar Point Bluff Park

Arroyo willow thicket – A

A small patch of arroyo willow thicket was observed along the sea side edge of the Ross Cove trail. The section of this trail is proposed to be an on-leash area, but it connects to off-leash trails nearby. The willow thicket does not show any evidence of pedestrian trampling likely due to its precarious location.

Monterey pine stands – C

A stand of Monterey pine occupies the center area of Pillar Point Bluff Park east of the Jean Lauer Trail. The canopy is composed of Monterey pine and the understory consists of mostly non-native grasses such as Harding grass (*Phalaris aquatica*). No signs of trampling were observed in the Monterey pine stands.

Northern coastal scrub – B and C

The majority of the landscape at Pillar Point Bluff Park is composed of northern coastal scrub habitat. The dominant species is coyote brush (*Baccharis pilularis*). Areas designated with a **B** grade also support other natives such as California sagebrush (*Artemisia californica*) and yarrow (*Achillea millefolium*), with low relative cover by non-native grasses. Areas assigned a **C** grade are characterized by lower relative cover of California sagebrush and yarrow and higher relative cover of non-natives such as Harding grass and Cape ivy. An additional coastal scrub area noted in a comment letter to the public review draft IS/MND is depicted in Figure 4, and WRA field staff verified that location during a follow-up site visit in September, 2021.

Beaches and sea cliffs – A

The beaches at Pillar Point Bluff Park consist of open sandy areas and tide pools that are exposed at low tide. These areas were not directly observed by WRA during the site visit and their quality has been determined by desktop analysis. The cliffs slope dramatically down to the beach and support little vegetation. There is no evidence of trampling in the cliff area likely due to the hazards traversing this area would present.

Wetlands and potential wetlands – B

The majority of the wetland habitat located within the boundary of Pillar Point Bluff Park, is not in the vicinity of any proposed off-leash dog trails. These trails were not proposed due to their proximity to this sensitive habitat. The wetlands nearest to the off-leash trail consist of a seasonal wetland along the eastern side of the Jean Lauer Trail. This area has already been designated as sensitive habitat by a sign along the trail. The wetland shows some signs of trampling around the edges and is composed of mainly native wetland plants. There is an undesignated trail that leads into the wetland area from the Jean Lauer Trail which could explain the trampling evidence observed. The area is fringed by coyote brush, which provides a barrier between the trail and the wetland. Based on a follow-up site visit in September, 2021, WRA staff observed a wetland, approximately 20 by 30 feet in size, not previously noted in an earlier version of this memorandum. This wetland is depicted in Figure 4. However, noting the presence of this previously undetected wetland does not result in a new or more substantial impact.

References

- Arechiga, R. 2017. Personal communication with San Mateo County Parks on July 10, 2017.
- Baldwin, BG, DH Goldman, DJ Keil, R Patterson, TJ Rosatti, and DH Wilken (eds.). 2012. The Jepson Manual: Vascular Plants of California, second edition. University of California Press, Berkeley, CA.
- [CDFW] California Department of Fish and Wildlife. 2020. Natural Diversity Database, Wildlife and Habitat Data Analysis Branch. Sacramento, California. Accessed: February 2020.
- [CNPS] California Native Plant Society. 2020a. Electronic Inventory of Rare and Endangered Vascular Plants of California. California Native Plant Society, Sacramento, California. Accessed: February 2020.
- [CNPS] California Native Plant Society. 2020b. A Manual of California Vegetation Online - *Salix lasiolepis* Shrubland Alliance. California Native Plant Society, Sacramento, California. <http://vegetation.cnps.org/alliance/282>. Accessed February 2020.
- Codde, S. and S. Allen. 2013. Pacific harbor seal (*Phoca vitulina richardsi*) monitoring at Point Reyes National Seashore and Golden Gate National Recreation Area: 2012 annual report. Natural Resource Technical Report NPS/SFAN/NRTR—2013/806. National Park Service, Fort Collins, Colorado.
- [Corps] United States Army Corps of Engineers. 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0), ed. J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-08-28. Vicksburg, MS: U.S. Army Engineer Research and Development Center.
- County of San Mateo. 1998. Local Coastal Program. June 1998.
- County of San Mateo. 2013. Local Coastal Program Policies. June 18.
- Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Department of the Army, Waterways Experiment Station, Vicksburg, Mississippi 39180-0631.
- Gardali, T and J Evens. 2008. San Francisco Common Yellowthroat (*Geothlypis trichas sinuosa*). In: Shuford, WD and T Gardali, eds. California Bird Species of Special Concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento.
- Gervais, J. A., D.K. Rosenberg, and LA. Comrack. 2008. Burrowing Owl (*Athene cunicularia*). In: Shuford, W. D. and T. Gardali, eds. California Bird Species of Special Concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento.

Google Earth. 2020 Aerial Imagery 1993-2020. Accessed February 2020.

Hickman, K. 2017. Camera Trap Survey of Wildlife in Quarry Park. Produced for San Mateo County Parks.

Holland, R. F. 1986. Preliminary Descriptions of the Terrestrial Natural Communities of California. Prepared for the California Department of Fish and Game, Sacramento, California.

T. Keeler-Wolf, Schirokauer, D., J. Meinke, and P. van der Leeden. 2003. Plant community classification and mapping project. Point Reyes National Seashore, Golden Gate National Recreation Area, San Francisco Water Department Watershed Lands, Mount Tamalpais, Tomales Bay, and Samuel P. Taylor State Parks. Final report. California State Department of Fish and Game, Wildlife and Habitat Data Analysis Branch, Sacramento, National Park Service, Point Reyes Station, and Aerial Information Systems, Redlands, CA. 82 pp. [http://biology.usgs.gov/npsveg/pore_goga/index.html]

Kopec, Diane. 1999. Harbor Seals in the Bay. Tideline Vol 19 No. 1 1-3.

Lichvar, R.W., D.L. Banks, W.N. Kirchner, and N.C. Melvin. 2016. The National Wetland Plant List: 2016 wetland ratings. Phytoneuron 2016-30: 1-17.

Matocq, M. D., and Lacey, E. A. Philopatry, kin clusters, and genetic relatedness in a population of woodrats (*Neotoma macrotis*), Behavioral Ecology, Volume 15, Issue 4, July 2004, Pages 647–653, <https://doi.org/10.1093/beheco/arh056>

Mitchell, D. E. 2000. Allen's Hummingbird (*Selasphorus sasin*). In: The birds of North America (A. Poole, and F. Gill, eds.), no. 501. The Birds of North America Inc., Philadelphia, PA.

Sawyer, J. O. and T. Keeler-Wolf. 2009. A Manual of California Vegetation. California Native Plant Society, Sacramento, California.

Shuford, WD and T Gardali, eds. 2008. California Bird Species of Special Concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento.

[TMMC] The Marine Mammal Center. 2018. Marine Mammal Information. <http://www.marinemammalcenter.org>. Accessed February 2018.

[USFWS] U.S. Fish and Wildlife Service. 2020. ECOS – Environmental Conservation Online System. U.S. FWS Threatened & Endangered Species Active Critical Habitat Report. Sacramento Fish and Wildlife Office. Available online <https://ecos.fws.gov/ecp/report/table/critical-habitat.html>. Accessed February 2020.

[WRA] WRA, Inc. 2018. Biological Resources Assessment, San Mateo County Quarry Park Master Plan Project, El Granada, San Mateo County, California. December.

Figures



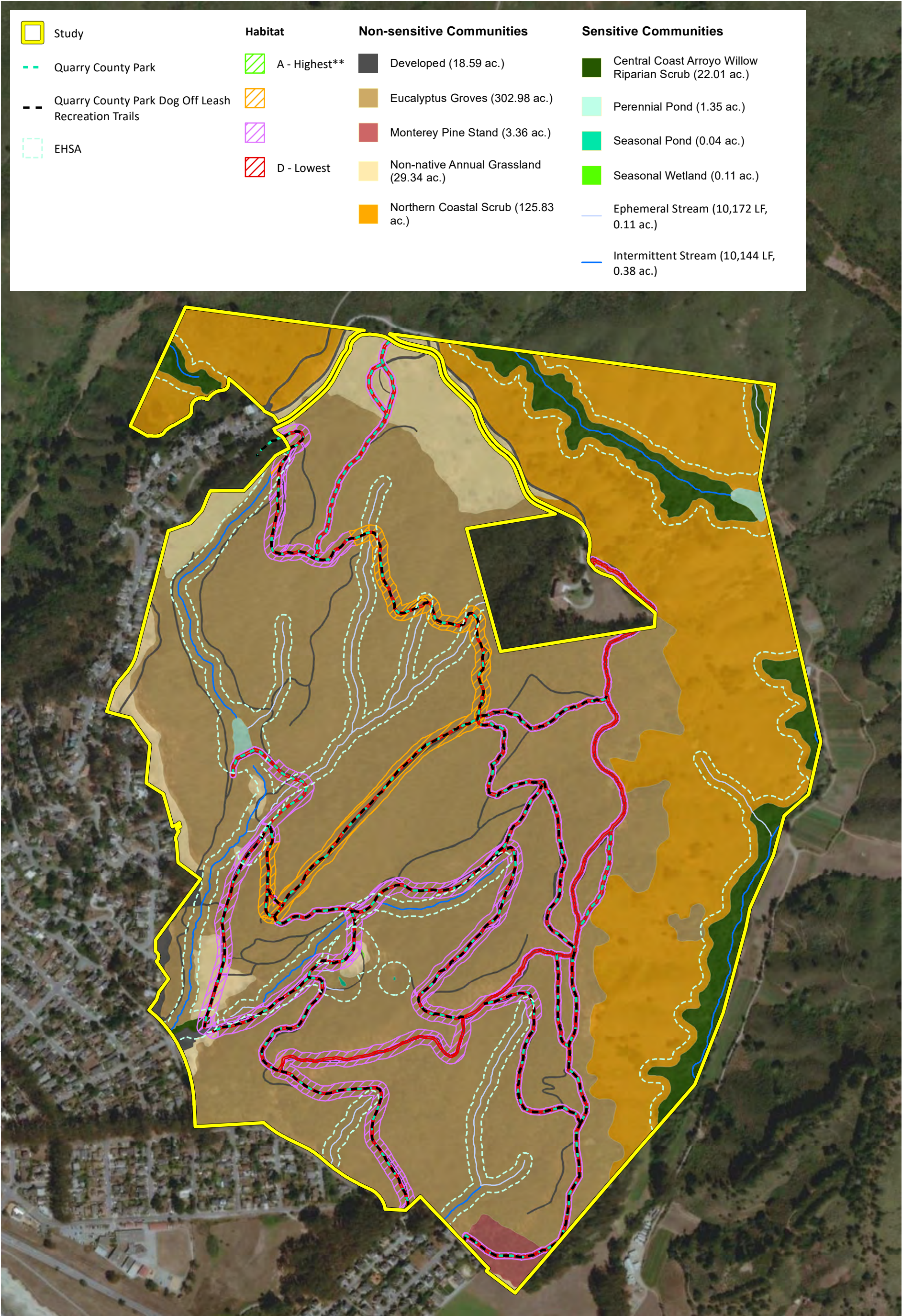
Sources: National Geographic, WRA | Prepared By: njander, 2/26/2020

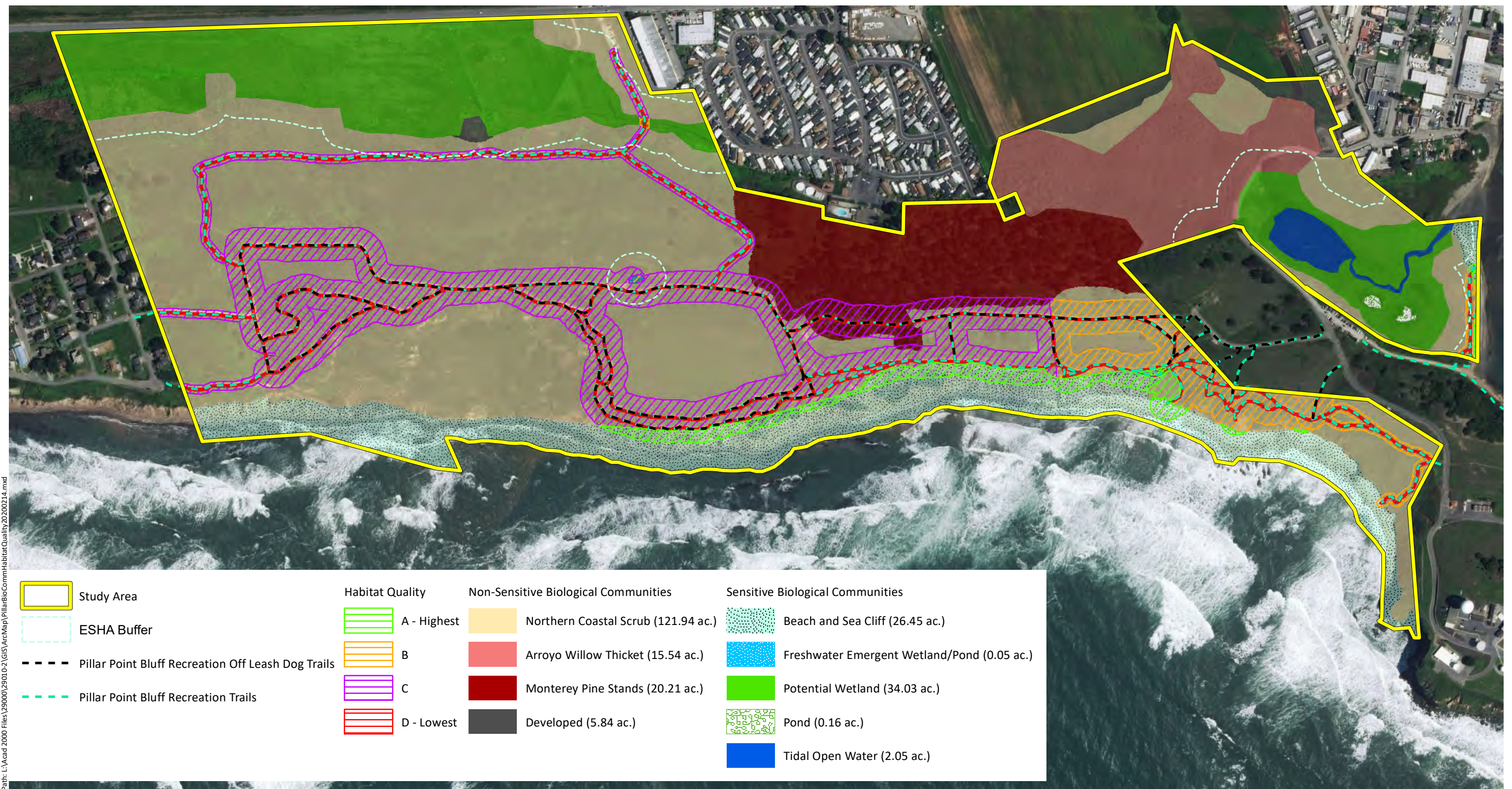
Figure 1. Study Area Regional Location Map

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San Mateo County Parks
San Mateo County, California

0 0.5 1 Miles







Sources: DigitalGlobe 2016 Aerial, WRA | Prepared By: njander, 2/26/2020
 *Primarily based on a combination of desktop analysis and GIS-based modeling; limited areas were confirmed in the field on February 12, 2020.

Figure 3: Pillar Point Bluff Park Biological Communities and Habitat Quality*



Figure 4. Locations of additional wetland and coastal prairie areas



APPENDIX C – DOGS ENVIRONMENTAL IMPACTS WHITE PAPER

WHITEPAPER ON DOG IMPACTS TO NATURAL RESOURCES

Prepared by John Baas

1.0 Background

The San Mateo County Parks Department (Parks) is seeking to launch a pilot program in which off-leash dog recreation would be introduced to specified San Mateo County Parks. The pilot program would authorize off-leash dog recreation on specified trails in Quarry Park and on the Pillar Point Bluff for 12 months. Should the pilot program prove to be effective and not produce adverse environmental impacts, the Department would look to make the expanded uses permanent. A Dog Work Group, comprised of members of the dog-owner, environmentalist, mountain biker, and equestrian communities; Parks Commissioners; and Parks staff developed a recommendation for the aforementioned program and working to identify potential county park locations where off-leash dog walking can be piloted and evaluated.

Parks has committed to exploring various dog management strategies to make currently specified disparate approaches consistent with the County Ordinance Code. Current County ordinance sections prohibit dogs off-leash in County parks. Yet, Parks acquired properties from other agencies that historically allowed dogs.

The purpose of this whitepaper is: (1) to summarize the results of reconnaissance level site visits conducted at Quarry Park and Pillar Point Bluff, (2) to summarize published research literature and its relevance to the off-leash dog recreation pilot program at the above referenced parks, and (3) to identify any best management practices for addressing potential impacts on biological and physical resources created by allowing dogs off-leash at the above referenced parks.

2.0 Summary of Sensitive Biological and Physical Resources

On February 12, 2020, WRA biologists, Rei Scampavia and Eliza Schlein, traversed segments of the trail networks within Quarry Park and Pillar Point Bluff (i.e., the Study Area): (1) to verify the desktop analysis of vegetation communities, (2) to rank the baseline conditions of habitat quality within view from the trails traversed, (3) to determine if existing conditions provide suitable habitat for any special-status plant or wildlife species, and (4) to determine if sensitive habitats including ESHAs are present close to trails.

Quarry Park

Eight different vegetative communities were documented within Quarry Park during the reconnaissance level site visit (Figure 1) using a combination of desktop analysis and field observations. These include eucalyptus groves, Monterey pine stands, non-native annual grasslands, northern coastal scrub, Central Coast arroyo willow riparian scrub, ephemeral streams, ponds, and seasonal wetlands. Of these, Central Coast arroyo willow riparian scrub, ephemeral streams, ponds, and seasonal wetlands are considered Environmentally Sensitive Habitat Areas (ESHAs) according to the California Coastal Commission and the San Mateo County Local Coastal Program. Of all the ESHAs observed, only the Central Coast arroyo willow riparian scrub is considered to be high quality habitat based on the categorical system established by WRA biologists

This categorical system documents existing habitat quality of the biological communities that are located within close proximity to the trails that are included in the off-leash dog recreation pilot project and

assigns ratings to habitat ranging from “A” (High Quality and Mostly Intact) to “D” (Low Quality and Extensively Altered or Impacted) (Table 1).

Although it was not directly observed during the 2020 visit, previous visits have documented California strawberry, a sensitive plant under the County Local Coastal Plan (LCP).

Table 1. Habitat Quality Categories	
Category A	<p>High Quality / Mostly Intact</p> <p>Vegetation, where present, is composed of greater than 75% native plant cover based on visual estimates from the trail.</p> <p>Visible evidence of vegetation trampling by humans or dogs is absent or negligible.</p>
Category B	<p>Moderate Quality / Moderately Altered or Impacted</p> <p>Vegetation, where present, is composed of greater than 50% native plant cover based on visual estimates from the trail.</p> <p>Visible evidence of vegetation trampling by humans or dogs is present but not extensive.</p>
Category C	<p>Low Quality</p> <p>Vegetation, where present, is composed of less than 50% native plant cover based on visual estimates from the trail.</p> <p>Visible evidence of vegetation trampling by humans or dogs is present but not extensive.</p>
Category D	<p>Low Quality / Extensively Altered or Impacted</p> <p>Vegetation, where present, is composed of less than 50% native plant cover based on visual estimates from the trail.</p> <p>Visible evidence of vegetation trampling by humans or dogs is present and extensive.</p>

For areas that were not surveyed during the site visit, extrapolations based on field observations in related habitat, desktop analysis using Google Earth imagery (2020), and photographs from the Quarry Park biological resources assessment (WRA 2018) were combined to model the biological communities and their qualities. Areas thought to be part of a biological community observed during the site visit, but not directly traversed, were given the same representative habitat quality rating as observed habitats.

During the February 12, 2020 site visit, WRA biologists did not observe any special status plant or animal species along the trails of Quarry Park. A CNDDDB and CNPS search of the park area, in combination with a previous WRA Biological Resources Assessment for the park completed in 2018, was used to determine that the following special status animals may be present during various portions of their life history within the park boundary: Burrowing owl (*Athene cunicularia*, CDFW Species of Special Concern), San Francisco

dusky-footed woodrat (*Neotoma fuscipes annectens*, CDFW Species of Special Concern), San Francisco garter snake (*Thamnophis sirtalis tetrataenia*; Federal Endangered, State Endangered, CDFW Fully Protected Species), and California red-legged frog (*Rana draytonii*; State threatened, CDFW Species of Special Concern).

Although not documented within Quarry Park's boundaries, CRLF is documented nearby in water bodies within typical dispersal distance of the park. CRLF thus may traverse the park or enter its wetlands during upland movements in the rainy season. Some wetlands within the park could potentially be used as aquatic breeding or non-breeding habitat. SFGS additionally has potential to occur in wetland areas, given its potential to co-occur with CRLF, one of its chief prey species.

While burrowing owl is periodically documented along the San Mateo County Coast, this area is not generally considered to be part of this species' breeding range. Therefore, burrowing owl would likely only use habitats within Quarry Park during brief wintering stopovers. Suitable habitats for this species are additionally limited within Quarry Park, as this species requires open habitats with California ground squirrel (*Otospermophilus beecheyi*) burrows or surrogates.

Summary: WRA biologists determined that special-status species that may occur within Quarry Park are not likely to be affected by off-leash dogs because all species would either be located in ESHA areas that would not allow off-leash dogs or would be out of reach from ground predators.

Pillar Point Bluff

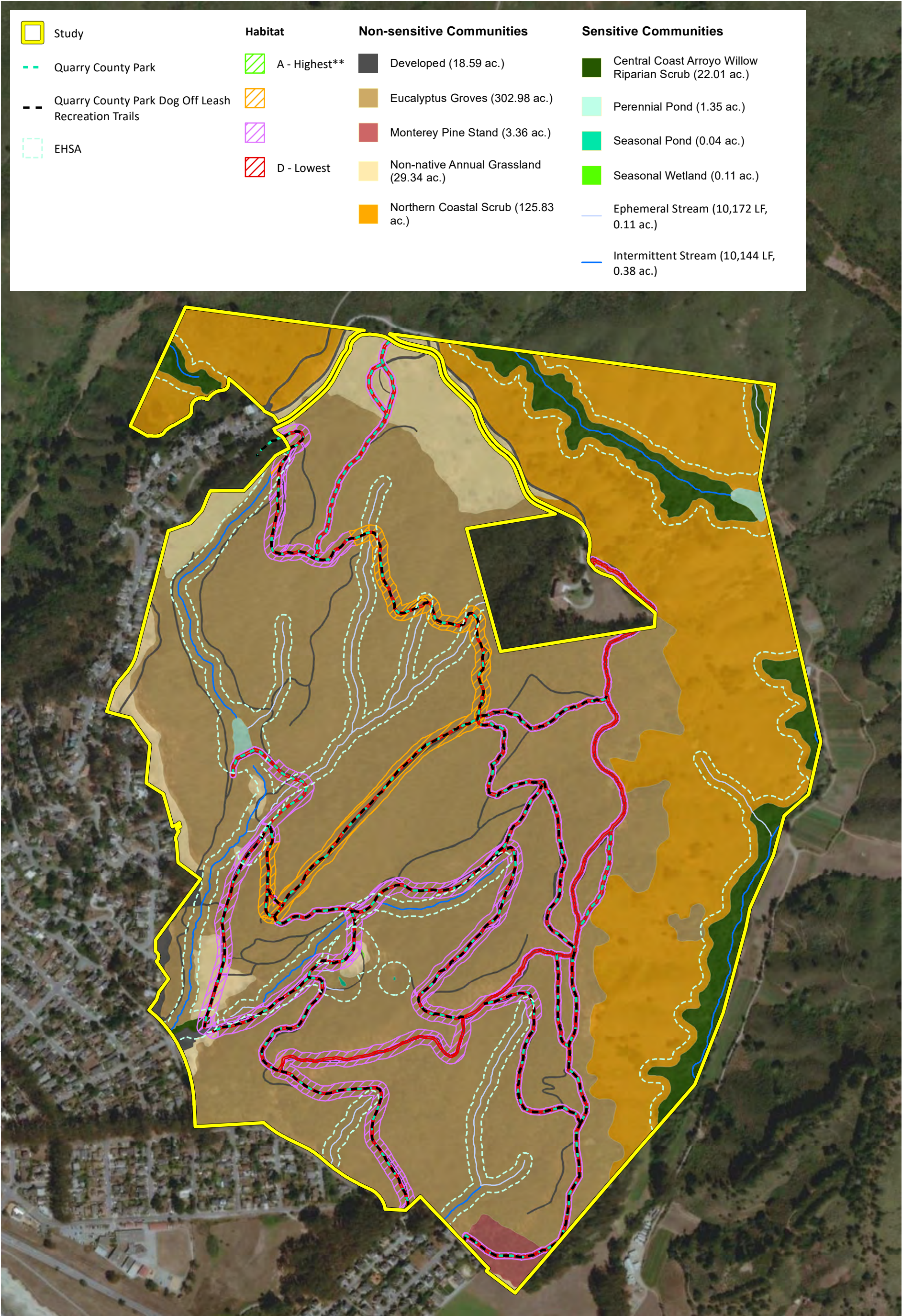
Five different vegetative communities occur within the Pillar Point Bluff (Figure 2), and these were verified through a combination of desktop analysis and field observations. These vegetation communities include arroyo willow thickets, Monterey pine stands, northern coastal scrub, beaches and sea cliffs, and wetlands and potential wetlands. Of these communities, beaches and sea cliffs and wetlands and potential wetlands are considered ESHAs under the San Mateo County Local Coastal Program. The beaches and sea cliffs are considered high quality habitat and the wetlands and potential wetlands are moderate quality habitats based on the categorical system established by WRA biologists, and summarized above. The beaches and sea cliffs do not occur in areas where off-leash dog trails are proposed, so those habitats would not be impacted by the Pilot Project. One special status plant, Rose leptosiphon (*Leptosiphon rosaceus*, CNPS Rare Plant Rank 1B.1), was documented in areas of the park not proposed for off-leash dog use. This plant species would not be affected by the Pilot Project.

Special status animal species with the potential to occur within the Pillar Point Bluffs include California red-legged frog (*Rana draytonii*, Federal Threatened Species, CDFW Species of Special Concern), San Francisco (saltmarsh) common yellowthroat (*Geothlypis trichas sinuosa*, CDFW Species of Special Concern), Pacific harbor seal (*Phoca vitulina richardsi*, MMPA), California sea lion (*Zalophus californianus*, MMPA), and the San Francisco garter snake (*Thamnophis sirtalis tetrataenia*; Federal Endangered, State Endangered, CDFW Fully Protected Species).

CRLF and SFGS both have the potential to occur within the boundaries of Pillar Point Bluff. CRLF has been documented to occur in Pillar Point Marsh; SFGS, although not documented at Pillar Point Bluff, can often co-occur with CRLF in wetlands with emergent vegetation, given that CRLF is a common prey item for SFGS. Pillar Point Marsh, the main area with potential for CRLF and SFGS to occur, is designated as an ESHA and is not adjacent to trails proposed for off-leash use. However, the small seasonal wetland to the east of the Jean Lauer Trail is located in relatively close proximity to a proposed off-leash trail and could be used by CRLF as a hydration stopover or non-breeding aquatic habitat during upland movements in the

rainy season. The inundation period of this wetland is unknown, and thus its status as a breeding pond cannot be determined.

Summary: Both marine mammal species (Pacific harbor seal and sea lion) do not occur in areas of the park proposed for off-leash dog use, but due to the proximity of proposed off-leash trails by Ross' Cove, possible impacts could occur. CRLF has been documented within Pillar Point Marsh and may traverse upland areas during dispersal movements. SFGS additionally has some potential to occur within ESHAs at this park, given that it often co-occurs with CRLF as a prey source. Potential habitat for SFGS and CRLF within Pillar Point Bluff is located in ESHAs and is thus not located in areas that will be impacted by proposed off-leash trails. The one possible exception to this is the seasonal wetland to the east of the Jean Lauer trail, which may provide habitat for CRLF during certain portions of the year and is in close proximity to a proposed off-leash trail. There is potential for dogs off-leash to impact potential habitat in ESHAs. However, if the standards (specifically standard #4: dog entry into sensitive areas) associated with the Adaptive Management Plan are adhered to these impacts can be avoided.



Sources: 2016 DigitalGlobe Aerial, WRA | Prepared By: njander, 2/3/2021 *Primarily based on a combination of desktop analysis and GIS-based modeling; limited areas were confirmed in the field on February 12, 2020.
 **Highest quality habitat was not encountered within the Quarry Park study area.

Figure 1: Quarry Park Biological Communities and Habitat Quality*

3.0 Summary of Follow-up Pillar Point Bluff and Quarry Park Site Visits

On August 1, 2020, an additional site visit was made to make general observations of visitor and dog use at each of the subject parks.

Pillar Point Bluffs: The primary trail bisecting the park is the Jean Lauer Trail. The trail has a gravel surface and is flat and broad. There were numerous locations where dog waste was found within 15 to 30 feet off the edge of trail. There were several locations of what appeared to be digging beneath plants resulting in exposed roots, but it could not be confirmed as to whether the digging was caused by dogs. Multiple locations along the edge of the bluff were viewed, and the majority of slopes in between the bluff and the beach were very steep.

During the 1-hour site visit, approximately nine parties were observed, six with dogs. Overall, this park appeared heavily used based on a single reconnaissance level site visit. There are multiple locations of littering, and multiple social trails, some located along the “fall line.” There also is evidence of erosion on multiple trails (designated and social trails) that appear unrelated to dog use.

Quarry Park: The park is approximately twice as large as PPB and visitor use during the limited reconnaissance level site visit was lower than what was observed at PPB. The majority of trails follow previously established roads that provided access to multiple locations within the old quarry. The trails appear in good condition. No evidence of erosion or social trails were found, and substantially less dog waste was found on or immediately adjacent to those trails visited. No evidence of digging or soil erosion attributable to dogs was identified.

4.0 Key Findings from Literature Reviews and Case Studies

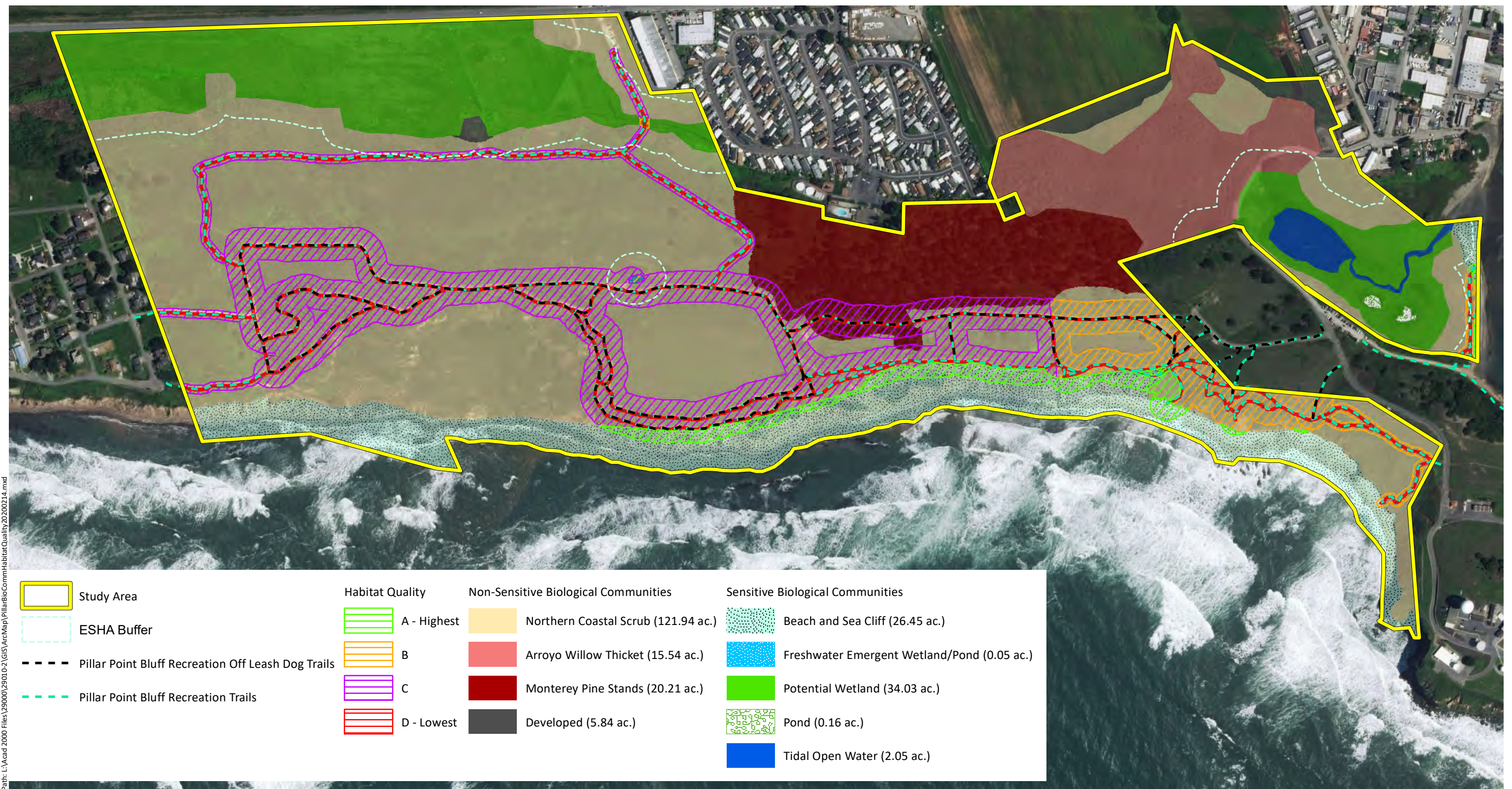
The general subject of dogs and impacts to wildlife is well documented, and WRA staff examined the following sources of information to complete this whitepaper. In contrast, documented studies on impacts of dogs on plant species is not well documented.

- Multiple articles from a literature review of recreation impacts to natural resources prepared by Portland Metro Parks
- Two articles in the California Fish and Wildlife Journal, Special Issue on the Effects of Non-consumptive Recreation on Wildlife in California
- Other studies not covered in the above literature reviews
- Jefferson County Open Space Dogs Off-leash Case Study

4.1 Metro Parks Literature Review

In the Metro Parks (Portland, Oregon) review, Hennings hypothesized four types of dog to natural resource impacts based on a literature review of 77 articles.

- Physical or temporal displacement of wildlife
- Wildlife disturbance and stress responses
- Human disease and water quality impacts from dog waste



Sources: DigitalGlobe 2016 Aerial, WRA | Prepared By: njander, 2/26/2020

*Primarily based on a combination of desktop analysis and GIS-based modeling; limited areas were confirmed in the field on February 12, 2020.

Figure 2: Pillar Point Bluff Park Biological Communities and Habitat Quality*

0 200 400
Feet



4.1.1 Physical or Temporal Displacement

Regarding physical or temporal displacement of wildlife, a Colorado study showed reduced deer activity within 100 meters (m) of recreational trails where dogs were prohibited, and the distance doubled to at least 50 m for trails that allowed dogs, with similar effects on a variety of small mammals including squirrels, rabbits, chipmunks, mice, and prairie dog burrow locations (Lenth et al. 2008). The study was completed using pellet surveys, track plates, remote triggered cameras, on-trail scat surveys, and mapping prairie dog (*Cynomys ludovicianus*) burrow locations and did not differentiate between day and night. No effects of dogs on vegetation or soil were addressed in this study. Another study in Colorado found that prairie dogs demonstrated increased wariness of humans with dogs over humans without dogs, although they showed antipredator responses in both situations. No effects of dogs on vegetation and soil were addressed in this study.

In the San Francisco Bay Area, several studies on recreation impacts to avian wildlife have emerged in recent years. For example, a 2008 study on foraging shorebirds found no change in behavior or species diversity as a result of recreational use of trails (Trulio and Sokale 2008). These findings indicate foraging shorebirds at regularly used trails may habituate to human activity. However, other experimental studies have found that shorebird numbers decreased with human presence on trails (Trulio et al. 2013), and that trail uses such as jogging and dog walking can increase flight initiation distance (Lafferty 2001a, 2001b), which was measured as the distance between hikers and birds. Differences in shorebird response to human disturbance are likely attributable to the birds' degree of habituation to human disturbance. Studies indicate that shorebirds in areas of more frequent human disturbance display less response to human activity; although, birds tend to use these areas at lower rates than areas with less disturbance. They also suggested that infrequent trail use may be more disruptive to birds than frequent trail use, indicating that habitation may occur as referenced above. Similarly, Miller et al. (2001) found the composition and abundance of birds to be altered in a Colorado grassland and forest setting, with an area of influence of approximately 75 m (zone where human activity may displace wildlife from suitable habitat).

Reed and Merenlender (2008) examined dog impacts on mammalian carnivores in the Northern San Francisco Bay Area in multiple open space locations. They consistently found that sites where quiet, non-consumptive recreation is permitted had lower density of native mammalian carnivores than areas with no recreation. All recreational sites showed a shift in carnivore detections toward non-native carnivores such as domestic dogs and cats. These results corroborate the relatively consistent finding that the mere presence of humans and their introduced domestic species may prove detrimental to native wildlife, regardless of the types of recreation in which they engage. Whether dogs were present on or off-leash, did not have an effect on mammalian carnivore densities at the study sites.

4.1.2 Wildlife Disturbance and Stress

The Metro review cites four articles documenting wildlife disturbance and stress in birds; however, none of these articles evaluated the presence of dogs as a stressor. Hormone levels indicative of stress were artificially manipulated by the investigators for all of these studies. This review also cites two articles (Phillips and Alldredge, 2000) and Stankowich (2008) that evaluated stress induced problems with birthing in deer and elk. However, neither study specifically investigated the presence of dogs, much less dogs off-leash on birthing rates in these ungulate species. Thus, the articles summarized in the Metro literature review do not offer any information on the relationship between dogs off-leash and wildlife disturbance and stress.

4.1.3 Water Quality Impacts

The third type of impact is most relevant to the off-leash dog pilot program. One study documented water quality impacts from dogs at multiple stream sites, and another study documented erosion in areas visited by dogs. Results of the water quality study indicated that dog waste accounted for 13% of total fecal bacteria at multiple stream sites in the Tualatin River Basin (Clean Water Services, 2005). However, neither study clarified if the areas where sampling occurred were dog off-leash areas. None of the articles reviewed addressed impacts of dogs on vegetation, and only one addressed impacts of dogs on soil erosion. This case study was conducted by Jefferson County Open Space and focused on a confined space of one acre that was eventually expanded to approximately five acres. The case study was based on professional judgement; it did not include quantifying soil loss due to erosion caused by dogs off leash.

Based on WRA's literature review, the issue of dogs and water quality appears to be exclusively focused on dog waste. As cited in Lenth et al. (2008), the City of Boulder Open Space and Mountain Parks noted that dogs often defecate very soon after arriving at a trail, and many visitors do not walk dogs much beyond the trailhead. As part of their review of relevant literature NPS stated that dogs were determined to be a major contributor of fecal coliform bacteria in the Four Mile Run watershed in Northern Virginia; however, other studies in Long Beach, California, showed no effect from dog waste in areas where dogs are allowed as compared to the rest of the beach. About 50 percent of approximately 500 fecal coliform samples from Four Mile Run and its tributaries exceeded Virginia water quality standards for fecal coliform bacteria (NVPDC 1998b). In a 1982 study of Baltimore, Maryland, catchments, dog waste was the single greatest contributor of fecal coliform and fecal strep bacteria (Lim and Olivieri 1982).

The San Mateo Resource Conservation District (RCD) monitors water quality at multiple locations at and upstream of Pillar Point Harbor. In a 2014 report prepared by UC Davis (Kim and Wuertz, 2014), the authors found dogs represented a significant, but not the main, fecal source at Capistrano Beach. The main fecal source at Deer Creek was bovine followed by canine. The standards, expressed in Total Daily Maximum Load for fecal coliform are regulated by the Regional Water Quality Control Board, and are related to the land uses displayed below. The standard is the following: Presence of *E. coli* shall not exceed 320 cfu/100mL at any monitoring location.

4.2 Articles from the CDFW Journal Special Issue

Most of the articles focused on management of and planning for outdoor recreation in protected areas occupied by wildlife (mostly special status species) throughout California. None of the articles evaluated impacts of dogs off-leash, or even the mere presence of dogs, for their potential impacts to vegetation, soils, or water quality. Of note though, Townsend et al. (2020) investigated changes in wildlife trail use and occupancy from baseline conditions after a park in Sonoma County opened to the public. Therefore, this article was reviewed and is summarized below. The researchers wanted to know if wildlife would alter either their use of the trails or the surrounding areas or both in response to the park opening. They generated single-season occupancy estimates as a site-wide occupancy metric from 23 camera traps placed at 0.5 km intervals throughout the park and wildlife and human detection rates to measure intensity of trail use from 10 camera traps placed every 500 m on the trail. The researchers compared the findings from the four seasons before to the four seasons after the park opened to the public. Human trail use increased sharply after opening and then lessened but was markedly higher than prior to opening. Bobcat (*Lynx rufus*), coyote (*Canis latrans*) and gray fox (*Urocyon cinereoargenteus*) did not alter trail use relative to study area occupancy. Two species, black-tailed deer (*Odocoileus hemionus*) and gray squirrel (*Sciurus griseus*) altered trail use, and puma (*Puma concolor*) and wild turkey (*Meleagris gallopavo*) altered both trail and study area use. All species, except for the raccoon (*Procyon lotor*) and wild turkey, recovered

to pre-opening conditions, by the winter (that is, after approximately 9 months) following opening. However, the topic of dogs was not directly addressed in any of the articles, and only the article by Lucas mentioned dogs and wildlife, drawing on the literature compiled for the Portland Metro Parks study.

The second article in the CDFW special issue was prepared by Baas et al. (2020) and included a comprehensive literature review that broadly investigated effects of non-consumptive recreation use on wildlife and plant species. They found most research on the effects of non-consumptive recreation on wildlife to date has focused on birds and mammals. Very little research focused on reptilian or amphibian species, and only one report was found that focused on impacts of multiple types of recreation uses on sensitive plant species. (Forest Service 2008). These data gaps therefore present difficulties in integrating wildlife-protective policies into public access management. Moreover, these gaps are exacerbated by a lack of wildlife studies that include data on public use patterns of open space areas. Baas et al. (2020) only found one study that attempted to link visitor use levels and the ease of public access to open space areas to wildlife impacts (Larson et al. 2016). A follow-up review of a literature review on dogs and impacts to wildlife conducted by Portland Metro Parks did not identify any articles that investigated dog impacts associated with visitor use levels.

Other research relevant to potential impacts to vegetation speculated on the extent to which dogs go off-trail. It has been suggested that dogs, “particularly while off leash, increase the radius of human recreational influence or disturbance beyond what it would be in the absence of a dog” (Sime 1999, Miller et al. 2001, Lafferty 2001a). Andrusiak (2003) suggested that dogs traveling quietly along a trail with screening vegetation on both sides are unlikely to disturb or even encounter wildlife. Off-leash dogs and their handlers were studied in Boulder, Colorado by Bekoff and Meaney (1997). They found that off-leash dogs generally did not travel far off-trail and rarely were observed to chase other dogs, disturb people, chase wildlife, destroy vegetation or enter bodies of water (Bekoff and Meaney 1997). They further noted that dogs traveling farther off trail were often lured there by the people responsible for them (throwing sticks, balls, or Frisbees, or going off trail and calling their dogs to follow). When dogs chase or pursue wildlife while off leash, they may be lured off a trail or road to follow wildlife and disturb vegetation along the way (Bekoff and Meaney 1997).

4.3 Other Studies

Other studies documented impacts of dogs (both on and off-leash) on terrestrial mammals, birds, and marine mammals. The most obvious impact was dogs chasing wildlife. As noted by Sime (1999), “At some level, domestic dogs still maintain instincts to hunt and/or chase.” However, several researchers have suggested that dogs traveling quietly along a trail with screening vegetation on both sides are unlikely to disturb or even encounter wildlife. But “even if the chase instinct is not triggered, dog presence in and of itself may be an agent of disturbance or stress to wildlife” (Sime 1999) and animals that are prey of wild canids (carnivorous mammals of the family Canidae, which includes the dogs, wolves, foxes, coyotes, and jackals) may perceive dogs as predators and may be subject to non-lethal, fear-based alterations in physiology, activity, and habitat use (Miller et al. 2001; Lenth et al. 2008). Generally, potential direct impacts to wildlife as a result of interactions with domestic dogs could be broadly classified as falling into three categories: harassment, injury, or death and secondary or indirect impacts include displacement, avoidance, abandonment of areas and habitat, physical alteration of habitat, and potential disease transmission. Harassment is defined as the disruption of normal maintenance activities, such as feeding, resting, or grooming and can include disrupting, alarming, or even chasing after wildlife. Dogs may disturb wildlife either accidentally or deliberately by chasing after wildlife (Andrusiak 2003). Reactions are most often short term but may result in responses that range from direct and obvious (flight, confrontation) to

covert and physiological (loss of energy, stress), which complicates the documentation of disturbance to wildlife from the presence of dogs (Sime 1999). Animals most often affected by disturbance from dogs include deer, small mammals, and birds (Sime 1999), although canids and other larger mammals such as bobcats can also be affected by disturbance from dogs (George and Crooks 2006).

Dog presence has been correlated with altered patterns of habitat use for wildlife species (Lenth et al. 2008). “Authors of many wildlife disturbance studies concluded that dogs with people, dogs on leash, or loose dogs all provoked the most pronounced disturbance reactions from their study animals” (Sime 1999). Dogs on leash disturb wildlife less frequently than dogs off leash, but actual direct injury or mortality to wildlife by dogs in either situation is rare (Andrusiak 2003). If dogs chase or pursue wildlife, injuries to wildlife could be sustained directly or indirectly as a result of accidents that occur during the chase rather than direct contact with the dog. Injuries sustained may result in death or may compromise the animal’s ability to carry out other necessary life functions resulting in eventual death or reduced reproductive success. The modification of normal behaviors such as feeding, nesting, grooming, and resting can also occur through repeated disturbance and wildlife may relocate from preferred habitat to other areas to avoid harassment, including the displacement of wildlife from public to private lands (Sime 1999). When dogs participate in “marking” (scent marking with urine), it could also attract wildlife or cause avoidance of an area by wildlife. Dogs can also physically damage burrows used by ground-dwelling mammals (squirrels, pocket gophers, chipmunks, and other rodents) by digging up or collapsing the burrows.

A study of marmots by Mainini et al. (1993) provides some indication of potential responses of ground-dwelling mammals to the presence of dogs and/or people. Their study showed that the reaction of marmots was least when hikers remained on trails and greatest from hikers with a free-running dog (Mainini et al. 1993). With trail hikers and no dogs, the marmots rarely took refuge in the burrows; this happened more often in the instances when these hikers had a leashed dog and with cross-country hikers (Mainini et al. 1993). Even more animals took to their burrows in those instances of people walking off the trail and across the marmot burrow or hikers with free-running dogs. Marmots reacted with warning whistles only during encounters with hikers with dogs; and this occurred more in the case of hikers with a free-running dog than with trail hikers with a dog on a leash.

A study of off-leash dog/wildlife interactions in the Berkeley Meadow and Cesar Chavez Park found that wildlife (raptors and egrets) were more abundant in Berkeley Meadow, where there are fewer people and off-leash dogs, than at Chavez Park, where the off-leash dog area is adjacent to the delineated Protected Natural Area, which off-leash dogs regularly access (Abraham 2000). In a study conducted by Lenth et al. (2008) at two study sites, dogs were allowed to travel off-leash (under “voice and sight control”) At Fort Funston in GGNRA, a survey was conducted to determine the differences between a restricted/restored habitat that included a fenced exposure and was planted with native vegetation versus an unrestricted/unrestored habitat that included an area that received heavy visitor use, including off leash pets and was not planted with native vegetation (Shulzitski and Russell 2004). Results of the survey detected two to three times more wildlife (bird, amphibian, reptile, and mammal species) in the restricted/restored habitat compared to the unrestricted/unrestored habitat (Shulzitski and Russell 2004).

Birds

Birds are usually more sensitive to the approach of dogs than they are to the approach of human beings and the “presence of dogs may intensify bird responses to pedestrians” (Sime 1999). Disturbance by dogs generally occurs when unleashed dogs chase feeding and roosting birds; however, birds can also be disturbed by the physical proximity of on-leash dogs and/or by barking. It has been shown that birds react

when dogs accompany walkers and that even “dogs restrained on leashes can disturb birds sufficiently to induce displacement and cause a decrease in local bird fauna” (Banks and Bryant 2007). Although leashing makes it difficult for pets to chase birds and reduces the probability of disturbance and the number of birds impacted per disturbance, leashed pets still disturb birds (Lafferty 2001a).

Ground-dwelling birds have been shown to be most affected by dogs (Banks and Bryant 2007). “Dogs can disrupt habitat use, cause displacement responses, and injure or kill birds” (Sime 1999). In addition, the predictability of disturbance is reduced when dogs are off-leash and dogs that are off leash in natural areas during the breeding season can result in a higher level of disturbance to wildlife, including ground-nesting or colonially nesting birds (Sime 1999). Shorebirds such as gulls and terns may use beach/dune habitat for roosting, and some species are found year-round. Flocking birds in open habitats (i.e., beaches) such as shorebirds are more vulnerable to disturbance than single birds in dense cover (Andrusiak 2003). Lafferty (2001a) states that in general, shorebirds at the Santa Barbara study beach were very sensitive to dogs on the beach.

Pet activity can also reduce shorebird abundance (Burger 1981, Lafferty 2001b). In Burger et al. (2004), research has indicated (J. Burger, unpublished data 2002) that dogs are currently the prime and most important factor disturbing the shorebirds at protected beaches along Delaware Bay (Burger et al. 2004). The effect of intruders, including humans and dogs, on the beaches can be disruptive, especially when human activity is intense, or people are on the beaches for long periods of time. Shorebird foraging is disrupted by the presence of people and dogs on the foraging beaches, and they respond by flying away (Burger et al. 2004). Sensitivity of shorebirds to dogs may result from previous experiences of being chased or because birds instinctively view dogs as predators (Lafferty 2001b). Separate studies further note that even dogs restrained on leash can disturb birds sufficiently to induce displacement and cause a decrease in local bird fauna (Banks and Bryant 2007) and that although being walked on leash makes it difficult for dogs to chase birds and reduces the probability and the number of disturbances to birds, dogs walked on leash still disturb birds (Lafferty 2001a). Dogs can also disrupt habitat use, cause displacement responses, and injure or kill birds (Sime 1999). They can also cause temporary abandonment of shorebird nests containing eggs or young, as well as crushing eggs or preying on young.

At GGNRA, there have been multiple instances where dogs have flushed or chased shorebirds and snowy plovers at Ocean Beach and Crissy Field as documented in NPS monitoring reports by Park Natural Resources Division (Hatch et al. 2006, Hatch et al. 2007, Hatch et al. 2008). Birds are unlikely to habituate to dog disturbance because dog disturbance is unpredictable and represents an actual physical threat (Andrusiak 2003) and further studies have shown that local wildlife does not become habituated to continued disturbance by dogs (Banks and Bryant 2007).

Hatch et al. (2006) examined the impacts that humans and dogs have on the Western Snowy Plovers at Ocean Beach and Crissy Field in San Francisco. The two areas are known to support wintering populations of the federally listed species. This report was written before new restrictions on off-leash dog walking were put in place. Snowy plovers see dogs as threats and frequently respond by running or taking flight. Such disturbances at wintering sites require an increase in energy expenditure that may adversely impact individual survival and reproductive success, thereby affecting the species at the population level.

When off leash dog walking was allowed to resume in the protected areas following a 2005 court ruling, the number of dogs at Ocean Beach substantially increased, and 75% to 85% of them were off leash. Additionally, the number of dogs per person increased. The average number of dogs per hour observed chasing shorebirds jumped from 0.14 in 2004 to 0.48 in 2005 on weekdays, and from 0.33 in 2004 to 1.92

in 2005 on weekends. There was also a 125% increase in the observed number of dogs chasing shorebirds during surveys in 2005 as compared to what was observed from 2000 through 2005.

Snowy plovers also experienced a significant increase in the average number of dogs chasing them in survey year 2005 as compared to 2004 ($df=1$, $F=4.36$, $P<0.05$). All survey observations of dogs chasing snowy plovers from the 2000 through 2005 survey years occurred in the 2005 survey year. Dogs were observed chasing plovers on 4 occasions, disturbing a total of 22 snowy plovers, in February and March of 2006. No dogs were observed chasing plovers in the 2004 survey year.

Townsend and Merkle (2020) recently published monitoring results of for Western snowy plovers at GGNRA. Seventy-four percent of dogs observed in the Snowy Plover Protection Area at Ocean Beach were not leashed. Despite this, higher than average numbers of plovers were observed with a max count of 74 and a winter average of 55 individuals. Only 4% of dogs were unleashed in the Wildlife Protection Area at Crissy Field where protective fencing, entrance gates, and signage were posted. High visitation by people and dogs, particularly off-leash dogs, has been noted as a major source of disturbance to snowy plovers on Ocean Beach and Crissy Field (Hatch 1996, Zlatunich 2007). Dogs were observed deliberately chasing snowy plovers, and inadvertently disturbing plovers or chasing other shorebirds during 111 surveys totaling approximately 40 hours of direct plover observation from 1994 to 1996 (Hatch 1996).

Zlatunich (2010) reported results of 2008 and 2009 monitoring of western snowy plover at Crissy Field Wildlife Protection Area (WPA). The WPA is a regular overwintering site for plovers in the area and is listed in the USFWS Recovery Plan for the species. There are five access points to the gated area that clearly state no off leash dogs are allowed. Compliance with the dog leash requirements remains approximately 34%, unchanged from 2008-2009, meaning that approximately 2/3 of dog owners visiting the area are failing to comply with the requirement to leash their dogs. There were a minimum of five snowy plovers in the WPA during the 2009-2010 season. Plovers arrived later in the season and departed much earlier than in previous years. This could be due to the construction of a fence along the eastern boundary of the WPA, which bisected usable habitat and allowed off-leash dog play to occur adjacent to the WPA. Only one plover was observed after fence installation.

Marine Mammals

There is documentation of marine mammal strandings as well as healthy animals hauling out on the GGNRA beaches or intertidal, rocky areas (Marine Mammal Center 2010) as a result of nearby dog recreation. Marine mammals that strand on beaches or other shoreline areas are often injured or ill, and can experience additional stress from disturbance, such as dogs biting, barking at, or climbing on the animals.

Healthy marine mammals can also haul out on GGNRA beaches. At the beach in the Crissy Field WPA, three healthy elephant seals (a fully protected species in California) hauled out at different times in December of 2009 and January of 2010, and off-leash dogs detected the scent of the stranded elephant seals and moved toward the seals on the beach (Merkle 2010f). The Marine Mammal Center has documented many cases of marine mammals that have stranded or hauled out on GGNRA sites and been surrounded by dogs, approached by dogs, or chased back into the water by dogs. Depending on the circumstance, the NPS may temporarily fence, sign, and close areas where marine mammals are hauled out, particularly where visitor use is more moderate as opposed to areas of intense use during good weather. On-leash dog walking would restrain or prevent access to stranded marine mammals and marine mammals that haul out on GGNRA beaches and rocky, intertidal habitat. However, even leashed dogs may disturb and cause additional stress to marine mammals. It is important to note that all marine mammals

in GGNRA are protected by the Marine Mammal Protection Act, and any disturbance to a marine mammal would be in violation of this act. The impacts on hauled-out marine mammals may be different from those on stranded marine mammals and include harassment to the extent that they are flushed back into the water and do not return to the beach, which could inhibit establishment of new haul-out sites and/or breeding and pupping sites as marine mammal populations expand. However, the most likely impact from dogs off-leash is from disease transmission associated with dog waste (Trial, 1993). WRA found one newspaper article in the Washington Post describing a dog attack on a Guadalupe fur seal pup at Point Reyes in 2019. That was the only source of information found pertaining to dog attacks on marine mammals.

4.4 Jefferson County Open Space District Dogs Off-leash Case Study

WRA also reviewed Jefferson County (Colorado) Open Space response to managing dogs off-leash. A summary of key events and management actions is provided below.

- Jefferson County Open Space Department typically requires dogs be leashed in open space areas but was pressured in the 1990s to develop off leash areas for dog training.
- Elk Meadow Dog Off-Leash Area (DOLA)
 - Established in the 1990s as the first and only dog park managed by JeffCo Open Space
 - This DOLA did not have fencing or established trails
 - 107 acres
 - Had relatively low to moderate use, estimating about 15-20 visitors per week
- Bark Park at Elk Meadow
 - 1-acre fenced area for off-leash dogs, typical dog park
 - 45-50 visitors per week
 - Constructed within the existing Elk Meadow DOLA in 2001
 - Expanded to 4.89 acres by 2005, visitation rose
- Had an issue in early 2000s of people creating their own trails in the DOLA
 - Resulted in habitat fragmentation, denuding of landscape, erosion, and created conflicts with nearby residents whose land was being trespassed upon
 - In 2008 parks staff laid pine branches across undesignated trails to curb usage and prevent further habitat fragmentation
 - 2011 constructed a loop trail through the DOLA
- Issues after loop trail was constructed
 - Lack of dog waste pick up, stream degradation, poor water quality, continued use of undesignated trails resulting in erosion, lack of compliance with voice and sight control
- Water Quality Concerns
 - Pet waste carries microbial fecal coliform bacteria which can be spread to water bodies when waste is left uncollected, when dogs go into the stream, and from runoff
 - In 2016, bi-weekly water quality sampling was done over the course of 6 months to test fecal coliform levels and the presence of specific bacteria
 - One sampling area upstream of the DOLA and one downstream
 - Test confirmed that DOLA had levels of bacterial contamination as much as 20 times the Colorado state limits, especially during spring and summer months
 - Water in DOLA was deemed unsafe for humans and pets
 - Could also impact water quality for those who rely on well water in the area (6 residences)
- Pet Waste Pick-up Monitoring

- Only 60% of dog park visitors pick up their pet's waste
 - Dog waste does not biodegrade like typical wildlife waste due to the ingredients in their food
 - Park has increased signage, increased ranger enforcement, and has organized poop pick up events to maintain DOLA
- Still a high level of noncompliance, and they have not found a solution yet
- Jeffco found that their rangers do not have enough time for other duties they are responsible for when patrolling DOLA
- JeffCo quantifies the carrying capacity for the park (number of visitors for each park to balance resource protection, visitor experience and maintenance capacity)
 - Measured by vehicle counts, number of park visitors, and identifying conflict points.
 - Visitation currently exceeds carrying capacity
- DOLA officially closed on April 4, 2017 for restoration
 - Trying to find a new location for a different DOLA

There was no formal documentation as to how dogs impacted the vegetation and soil. The 2017 report only states that there was severe denuding as a result of trampling and that soil eroded to the point that bedrock was exposed. It appears that stream sedimentation and contamination are the major factors considered, and that vegetation is less of a priority. The only quantifiable data points Jeffco Open Space gathered was from water quality testing and visitor carrying capacity estimates.

5.0 Summary

To support the CEQA evaluation of the off-leash dog recreation pilot program, this whitepaper reviewed literature on the impacts of visitors and dogs on wildlife, vegetation, soils, and water quality. Overall, results of the review indicate that human recreation and dog recreation both impact wildlife, and that while dog recreation has an impact, it is inconclusive that it will have a greater impact at Pillar Point Bluff and Quarry Park than human recreation and that it is not necessarily adverse or permanent. This finding supports the needs for an Adaptive Management Plan to guide implementation and management of the pilot program.

WRA used limited site visits, a literature review, and review of Jefferson County Open Space's experience with the DOLA to prepare this whitepaper. WRA staff found evidence of different special status animal and plant species that could occur in the two subject parks. WRA staff noted multiple locations at PPB with dog waste occurring within 15 to 30 feet of trails. In contrast, for only two locations at QP was dog waste noted. WRA found that overall PPB is impacted more than QP, but the impacts appear to be related to overall use levels, not specifically from dogs off-leash.

WRA's review of research literature found strong evidence that dogs off-leash cause disturbance to wildlife for various bird species, mountain lions, bobcats, coyotes, deer, and elk. Less evidence was found that dogs kill wildlife. Some evidence was found that dog waste can contribute to water quality impairment. Only one study found dog impacts to vegetation, and only one study found soil erosion impacts from presence of dogs. Finally, much of the literature WRA reviewed did not separate impacts from dogs on or off-leash. In other cases, studies in published literature failed to distinguish impacts from visitors in general to a particular park or open space area, as compared to areas that allowed dogs. The Portland Metro Parks literature review found more than 500 articles on impacts of human use on biological resources and water quality, but only about 50 articles on dog impacts. As stated above, much of the research reviewed by WRA did not distinguish between impacts of dogs on-leash versus dogs of-

leash. The lack of comprehensive scientific evidence about the impacts of dogs off-leash supports the premise of managing dogs off-leash with an adaptive management plan.

6.0 References

- Abraham, K. 2000. Interactions Between Dogs and Wildlife in Parks on the Berkeley Marina, unpublished paper. <https://pdfs.semanticscholar.org/a636/4893cf8b7bcf243e02c4801daed4b8f017ba.pdf>
- Andrusiak, L. 2003. Impacts of Dogs on the Foreshore and Nearshore at Blackie Spit Park: Literature Review and Management Options. Prepared for City of Surrey Parks, Recreation and Culture Department.
- Baas, J., K. Dupler, A. Smith, and R. Carnes. 2020. An assessment of non-consumptive recreation effects on wildlife: current and future research, management implications, and next steps. *California Fish and Wildlife, Recreation Special Issue*; 62-73.
- Banks, P.B., and J.V. Bryant 2007. Four-legged Friend or Foe? Dog Walking Displaces Native Birds from Natural Areas. *Biology Letters* 3:611–613.
- Bekoff, M., and C.A. Meaney. 1997. Interactions among Dogs, People, and the Environment in Boulder, Colorado: A Case Study. Department of Environmental, Population, and Organismic Biology, University of Colorado, Boulder.
- Bekoff, M. and R.W. Ickes. 1999. Behavioral interactions and conflict among domestic dogs, black-tailed prairie dogs, and people in Boulder, Colorado. *Anthrozoos*. 1999. 12(2): 105-110.
- Burger, J., C. Jeitner, K. Clark, and L. Niles. 2004. The Effect of Human Activity on Shorebirds in Two Coastal Bays in Northeastern United States. *Environmental Conservation* 31 (4): 283–288.
- Butler JRA, Du Toit JT, Bingham J. 2004. Free-ranging domestic dogs (*Canis familiaris*) as predators and prey in rural Zimbabwe: Threats of competition and disease to large wild carnivores. *Biological Conservation* 115:369-378.
- Clean Water Services, 2005. DNA Fingerprinting of bacteria sources in the Tualatin sub-basin. <https://www.cleanwaterservices.org/media/1309/bacteria-dna-fingerprinting-study.pdf>
- Forest Service. 2008. Spring Mountains National Recreation Area Landscape Assessment. USDA Forest Service, Humboldt Toiyabe National Forest, Las Vegas, NV, USA.
- George, S.L. and K.R. Crooks. 2006. Recreation and large mammal activity in an urban nature reserve. *Biological Conservation*. 133(1): 107-117.
- Hatch, D., W. Merkle, and D. Press. 2006 Status Report: Western Snowy Plovers and Recent Changes in Human and Dog Use within the Snowy Plover Management Area at Ocean Beach and the Wildlife Protection Area at Crissy Field. Golden Gate National Recreation Area. Unpublished Report.
- Hatch, D., W. Merkle, and D. Press .2007. Addendum: 2006 Plover Monitoring Western Snowy Plovers and Recent Changes in Human and Dog Use within the Snowy Plover Management Area at Ocean Beach and the Wildlife Protection Area at Crissy Field. Golden Gate National Recreation Area. 29 June.
- Hatch, D., W. Merkle, and D. Press. 2008. Addendum: 2007 Plover Monitoring Season Update Western Snowy Plovers and Recent Changes in Human and Dog Use within the Snowy Plover Management Area at Ocean Beach and the Wildlife Protection Area at Crissy Field. Golden Gate National Recreation Area.

Hennings, L. 2016. The impacts of dogs on wildlife and water quality: A literature review. Unpublished paper, Metro Parks, Portland, Oregon.

Jefferson County Open Space. 2017. Elk Meadow Dog Off Leash Area Report.
<https://www.jeffco.us/DocumentCenter/View/9580/Elk-Meadow-Park-DOLA-Final-Report-8-14-17?bidId=>

Kim, M and S. Wuertz. 2014. Identification of Sources of Fecal Pollution Impacting Pillar Point Harbor. Final report submitted to the San Mateo Resource Conservation District.
[http://www.sanmateorcd.org/PPH/Appendix%20 PPH%20REPORT_FINAL%20\(UCD\)_SW_KX_Accepted_011314.pdf](http://www.sanmateorcd.org/PPH/Appendix%20PPH%20REPORT_FINAL%20(UCD)_SW_KX_Accepted_011314.pdf)

Lafferty, K.D. 2001a. Birds at a Southern California Beach: Seasonality, Habitat Use, and Disturbance by Human Activity. *Biodiversity and Conservation* 10: 1949–1962.

Lafferty, K.D. 2001b. Disturbance to Wintering Western Snowy Plovers. *Biological Conservation* 101(3):315–325.

Larson, C. L., S. E. Reed, A. M. Merelender, and K. R. Crooks. 2018. Accessibility drives species exposure to recreation in a fragmented urban reserve. *Landscape and Urban Planning* 175: 61–72

Lenth, B.E., R.L. Knight, and M.E. Brennan. 2008. The effects of dogs on wildlife communities. *Natural Areas Journal*. 2008. 28(3): 218-227.

Lim, S. and V. Olivieri. 1982. Sources of Microorganisms in Urban Runoff. John Hopkins School of Public Health and Hygiene. Jones Falls Urban Runoff Project. Baltimore, MD. 140 pp.

Mainini, B, Neuhaus P, and Ingold P. 1993. Behavior of marmots *Marmota marmot* under the influence of different hiking activities. *Biological Conservation* 64:161-164.

Merkle, W., 2010f. Email Response dated Friday, January 12, 2010 and titled: “Re comment #236 Marine mammal strandings.”

Miller, S.G., R.L. Knight, and C.K. Miller. 2001. Wildlife Responses to Pedestrians and Dogs. *Wildlife Society Bulletin* 29(1):124–132.

Marine Mammal Center. 2010. Marine Mammal Center total number of individual live animal reports for stranding within GGNRA, 2000 through 2005. Data received via email from Erin Brodie, Stranding Coordinator at the Marine Mammal Center.

Northern Virginia Planning District Commission (NVPDC). 1998. Dog Park BMP Pilot Project: Making the connection between dog waste and bacterial contamination in streams.
<https://www.nps.gov/goga/learn/management/upload/-1565-Dog-Park-bacteria-report.pdf>

Phillips GE, and AW Alldredge. 2000. Reproductive success of elk following disturbance by humans during calving season. *Journal of Wildlife Management* 64:521-530.

Reed, S.E. and A.M. Merenlender. 2008. Quiet, nonconsumptive recreation reduces protected area effectiveness. *Conservation Letters*. 1(3): 146-154.

Sime, C.A. 1999. Domestic Dogs in Wildlife Habitats. Pages 8.1–8.17 In: G. Joslin and H. Youmans, coordinators, Effects of Recreation on Rocky Mountain Wildlife: A Review for Montana. Committee on Effects of Recreation on Wildlife, Montana Chapter of the Wildlife Society.

Shulzitski, J., and W. Russell. 2004 Wildlife Response to Habitat Restoration in Fort Funston, Golden Gate National Recreation Area, California. Prepared for the National Park Service, Golden Gate National Recreation Area, by Golden Gate Field Station, USGS Western Ecological Research Center, Fort Cronkhite, Building 1063, Sausalito, California.

Stankowich, T., Ungulate flight response to human disturbance: A review and meta-analysis. Biological Conservation. 2008. 141(9): p. 2159-2173.

Townsend, S.E., S. Hammerich, and M. Halbur. 2020. Wildlife occupancy and trail use before and after a park opens to the public. California Department of Fish and Wildlife Journal, Recreation Special Issue, 74-94.

Trial, W. et al. 1993. Bacterial Source Tracking: Studies in an Urban Seattle Watershed. Puget Sound Notes. 30:1-3.

Trulio, L.A. and J. Sokale. 2008. Foraging shorebird response to trail use around San Francisco Bay. Journal of Wildlife Management. 72(8): 1775-1780.

Trulio, L. A., J. Sokale, and D. Chromczak. 2013. Experimental study of shorebird response to new trail use in the South Bay salt pond restoration project. South Bay Salt Pond Restoration Project. Available from: <https://www.southbayrestoration.org>

APPENDIX D – CULTURAL RESOURCES RECORDS SEARCH

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-003136	Voided - E-141 SMA	1980	Steven A. Brandt	Cultural Resources Investigation of Operating Projects, Half Moon Bay - Pillar Point Harbor	U.S. Army Corps of Engineers	
S-003158	Voided - E-166 SMA	1980	Suzanne Baker	Archaeological Reconnaissance of the Proposed Corporation Yard Area Near Half Moon Bay Airport, Princeton, California	Archaeological Consultants	
S-009444		1987	Robert Cartier	Cultural Resource Evaluation of 111 Stanford Avenue in the Town of Princeton-By-The-Sea, County of San Mateo	Archaeological Resource Management	41-000001
S-009600		1987	Gary S. Breschini and Charles R. Smith	Preliminary Cultural Resources Reconnaissance of Two Parcels of Land (Assessor's Parcel Numbers 047-031-150 & 160), Princeton-by-the-Sea, San Mateo County, California	Archaeological Consulting	
S-010589		1989	Matthew R. Clark	Archaeological Reconnaissance of the Lands of Wyr in the Community of Princeton-By-The-Sea, San Mateo County, California	MRC Consulting	
S-011127		1981	Mark Rudo	Cultural Resources Survey, Pillar Point Harbor Navigational Improvements	U.S. Army Corps of Engineers	
S-011127a		1980	Steven A. Brandt	Cultural Resources Investigation of Operating Projects, Half Moon Bay - Pillar Point Harbor	Army Corps. Of Engineers	
S-011324		1989	Matthew R. Clark	Archaeological Evaluation of the Proposed New Boat Launch Ramp, Access Road, Parking Lot, Attendant Facilities, and Mitigation Area, Pillar Point Harbor, San Mateo County	MRC Consulting	
S-012509		1991	Matthew R. Clark	Archaeological Reconnaissance of the McGregor Parcel at 180 West Point Avenue, Princeton-By-The-Sea, San Mateo County, California	MRC Consulting	
S-019593		1997	Matthew R. Clark	An Archaeological Reconnaissance of the "West Point Project Area" at West Point Avenue and Ocean Boulevard in the Community of Princeton-by-the-Sea, San Mateo County, California	MRC Consulting	
S-020094		1998	Matthew R. Clark	An Archaeological Reconnaissance of the Leslie Property at 150 Yale Avenue in the Community of Princeton-By-The-Sea, San Mateo County, California	MRC Consulting	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-003026	Submitter - Purchase Order No. 5397; Voided - E-24 SMA	1975		An Archaeological Assessment of the Proposed Fitzgerald Marine Reserve Additions	Archaeological Consulting and Research Services, Inc.	41-000002, 41-000027, 41-000135, 41-000136
S-003082	Voided - E-81 SMA	1970	Stephen A. Dietz and Thomas L. Jackson	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College	41-000027, 41-000073, 41-000074, 41-000076, 41-000082, 41-000084, 41-000112, 41-000117, 41-000129, 41-000130, 41-000131, 41-000132, 41-000133, 41-000134, 41-000135, 41-000136, 41-000137, 41-000138, 41-000139, 41-000140, 41-000141, 41-000142, 41-000143, 41-000144, 41-000145, 41-000146, 41-000147, 41-000148, 41-000171, 41-000188, 41-000189, 41-000190, 41-000191, 41-000192, 41-000194, 41-000195, 41-000196, 41-000206, 41-000564, 41-000595, 41-000599, 41-000606, 41-001487, 41-001498, 41-001829
S-005395	Voided - E-114 SMA	1976	Karen M. Nissen and Sean Swezey	Assessment of Archaeological Resources, San Mateo County Mid-Coastside Waste-Water Management Plan for Thomas Reid Associates, Palo Alto, California.	University of California, Berkeley	41-000027, 41-000112, 41-000137, 41-000138, 41-000139, 41-000140, 41-000141, 41-000142, 41-000143, 41-000145, 41-000151, 41-000152
S-009366		1987	Robert Cartier	Cultural Resource Evaluation of the Half Moon Bay Industrial Park on Airport Street in Half Moon Bay, County of San Mateo	Archaeological Resource Management	41-000001
S-009375		1987	Robert Cartier	Cultural Resource Evaluation of the Koontz/Blum Project in the Town of Princeton-By-The-Sea, County of San Mateo	Archaeological Resource Management	41-000001
S-009727		1988	Robert Cartier	Cultural Resource Evaluation of the Candlework Parcel in the Town of Moss Beach, County of San Mateo	Archaeological Resource Management	
S-011128		1973	George Phebus, Jr.	Contributions to Costanoan Archaeology: Archaeological Investigations at 4-ALA-330 and 4-SMA-22	Smithsonian Institution	01-000106, 41-000027
S-020486		1998	Matthew R. Clark	An Archaeological Reconnaissance of the Hanson Property at 199 West Point Avenue in the Community of Princeton-By-The-Sea, San Mateo County, California	MRC Consulting	
S-026684		2003	Benjamin Ananian	Archaeological study of a 22.2 acre parcel in Princeton, CA (letter report)	Ananian Associates	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-029888		2005	Matthew R. Clark	Initial Cultural Resources Reconnaissance of the Peninsula Open Space Trust Pillar Point Property Project Area, San Mateo County, California	Holman & Associates	41-000002, 41-000137, 41-000138, 41-002239
S-031752		2005	Sandra S. Flint, Barry A. Price, Randy Baloian, Mary Clark Baloian, and Kathleen Jernigan	Archaeological Investigations at CA-SMA-109/H, CA-SMA-151, and CA-SMA-347, Pillar Point Air Force Station, San Mateo County, California, Contract No. T0900DF415	Applied EarthWorks, Inc.	41-000001, 41-000002, 41-000433
S-033490		2007	Vicki R. Beard	A Cultural Resources Survey for the Big Wave Project, San Mateo County, California	Tom Origer & Associates	41-000001
S-036558	Voided - S-36561	2009	Matthew Clark	Archaeological Resources Recording and Monitoring Report for the Peninsula Open Space Trust, Pillar Point Bluff Property, San Mateo County, California	Holman and Associates	41-000002, 41-000137, 41-000138, 41-002239
S-036558a		2005	Matthew Clark	An Addendum Analysis: Potential Impacts to Cultural Resources for Staging Area and Trail Location Alternatives for the Peninsula Open Space Trust Pillar Point Property, San Mateo County, California	Holman and Associates	
S-046397		2014	Tim Spillane	Archaeological Overview and Assessment: Indigenous Sites of the GGNRA, 2014	BayArcheo	21-000072, 21-000073, 21-000074, 21-000075, 21-000224, 21-000311, 21-000312, 21-000313, 21-000314, 21-000317, 21-000367, 21-000430, 21-000431, 21-000432, 21-000460, 21-000470, 21-000473, 21-000496, 21-000526, 21-000611, 21-000612, 21-000629, 21-000632, 21-000638, 21-002550, 21-002552, 21-002615, 21-002665, 21-002701, 21-002819, 38-000005, 38-000006, 38-000021, 38-000026, 38-000029, 38-000030, 38-000031, 38-000097, 38-000162, 38-004945, 38-004947, 38-004948, 41-000004, 41-000075, 41-000116, 41-000117, 41-000128, 41-000134, 41-000149, 41-000150, 41-000264, 41-000272, 41-000456, 41-002352
S-047522	Other - PM No. 31005840	2015	Esme Hammerle	Cultural Resources Constraints Report, Half Moon Bay 1101 Targeted Circuit (Circuit No.: Half Moon Bay 1101), San Mateo County, PM No. 31005840	Garcia and Associates	41-000001, 41-000065, 41-000066, 41-000067, 41-000151, 41-000550

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-049783		1980	Ann S. Peak	Archaeological Test Excavations at CA-SMA-151, Half Moon Bay Vicinity, San Mateo County, California	Ann S. Peak & Associates	41-000001

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-021027		1998	Matthew R. Clark	An Archaeological Reconnaissance of the Thompson Property at Stanford Avenue and Airport Street in the Community of Princeton-By-The-Sea, San Mateo County, California	MRC Consulting	
S-022092		1996	Thomas R. Kendall	Pillar Point Harbor in San Mateo County, California (letter report)	U.S. Army Corps of Engineers	
S-023158	Other - Contract No. DACA09-99-D0012	2000	Jennifer M. Farquhar	Archaeological Survey and Testing for the New Gatehouse Construction Area, Pillar Point Air Station, San Mateo County, California	Cultural Resource Management Services; Albion Environmental, Inc.	
S-023398		2000	Stuart A. Guedon and Colin I. Busby	Cultural Resources Assessment - Half Moon Bay Airport, San Mateo County, California (letter report)	Basin Research Associates, Inc.	
S-031472		2004	Robert Cartier	Cultural Resource Evaluation for the Project at the El Granada Mobile Home Park in the County of San Mateo	Archaeological Resource Management	41-000139
S-031479		2004	Robert Cartier	Archaeological Testing Program at the El Granada Mobile Home Park in the County of San Mateo	Archaeological Resource Management	41-000139
S-034745		2008	Robert R. Peterson, Barry A. Price, and Clayton G. Lebow	Cultural Resources Inventory in Support of Upgrades at Three Locations for the Western Range Instrumentation Modernization Project Project; Vandenberg Air Force Base, Santa Barbara County; Pilar Point Air Force Base, San Mateo County	Applied Earthworks, Inc.	
S-043974	OHP PRN - FAA 110916 A; Submitter - PL 2506-01	2011		Half Moon Bay Airport Taxiway and Access Road Improvements Project, Cultural Resources Survey and Evaluation Report	Pacific Legacy, Inc.	
S-043974a		2011	Caprice Harper, Samantha Murray, and Francescoa Smith	Cultural Resources Survey Report for the Half Moon Bay Airport Taxiway and Access Road Improvements Project, San Mateo County, California	SWCA Environmental Consultants	
S-043974b		2012	Leroy Laurie	Supplemental Cultural Resources Survey Report for the Half Moon Bay Airport Taxiway and Access Road Improvements Project, San Mateo County, California (letter report)	SWCA Environmental Consultants	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-049638	OTIS Report Number - COE_2016_0610_00 1; Submitter - 15-02192	2016	Ashlee M. Bailey and Christopher Duran	Cultural Resources Records Search and Technical Memorandum for the Romeo Pier Removal Project, Pillar Point Harbor, Princeton-by-the-Sea, San Mateo County, California (letter report)	Rincon Consultants, Inc	41-002641
S-049638a		2016	Susan Zamudio-Gurrola, Shannon Carmack, Christopher A. Duran, and Ashlee Bailey	Cultural Resources Assesment, San Mateo County Harbor District, Romeo Pier	Rincon Consultants, Inc	
S-049638b		2016	Aaron O. Allen and Julianne Polanco	COE_2016_0610_001, San Mateo County Harbor District Romeo Pier Removal (2015- 00347S), Princeton-by-the Sea, San Mateo County, California	U.S. Army Corps of Engineers, San Francisco District; Office of Historic Preservation	

Resource Detail: P-41-000001

Identifying information

Primary No.: P-41-000001

Trinomial: CA-SMA-000151

Name: Nelson's 412, 413, 414; UC-ARF 61, 62, 63

Other IDs: Type	Name
Resource Name	Nelson's 412, 413, 414; UC-ARF 61, 62, 63
OHP PRN	NPS-78000771
Other	U.C. Archaeological Research Facility No. SMA-151

Cross-refs:

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey, Excavation, Other

Attribute codes: AP09 (Burials); AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

	Date	Recorder(s)	Affiliation	Notes
a	4/2/1976	Nissen, Swezey	UC	
b	5/2/1994	A. Kirkish	Vandenberg AFB	
c	5/28/2004	S. Flint	Applied Earth Works, Inc	
e	2/17/2007	V. Beard	Tom Origer & Associates	
d	1/12/1977	Karen M. Nissen	Archaeological Research Facility	NPS-78000771; voided S-3089

Associated reports

Report No.	Year	Title	Affiliation
S-003089		Voided, see P-41-000001	
S-009366	1987	Cultural Resource Evaluation of the Half Moon Bay Industrial Park on Airport Street in Half Moon Bay, County of San Mateo	Archaeological Resource Management
S-009375	1987	Cultural Resource Evaluation of the Koontz/Blum Project in the Town of Princeton-By-The-Sea, County of San Mateo	Archaeological Resource Management
S-009444	1987	Cultural Resource Evaluation of 111 Stanford Avenue in the Town of Princeton-By-The-Sea, County of San Mateo	Archaeological Resource Management
S-031752	2005	Archaeological Investigations at CA-SMA-109/H, CA-SMA-151, and CA-SMA-347, Pillar Point Air Force Station, San Mateo County, California, Contract No. T0900DF415	Applied EarthWorks, Inc.
S-033490	2007	A Cultural Resources Survey for the Big Wave Project, San Mateo County, California	Tom Origer & Associates
S-047522	2015	Cultural Resources Constraints Report, Half Moon Bay 1101 Targeted Circuit (Circuit No.: Half Moon Bay 1101), San Mateo County, PM No. 31005840	Garcia and Associates
S-049780	2017	San Francisco Bay-Delta Regional Context and Research Design for Native American Archaeological Resources, Caltrans District 4	California Department of Transportation, District 4
S-049783	1980	Archaeological Test Excavations at CA-SMA-151, Half Moon Bay Vicinity, San Mateo County, California	Ann S. Peak & Associates

Resource Detail: P-41-000001

Location information

County: San Mateo
USGS quad(s): Montara Mtn
Address:
PLSS: T5S R6W Sec. MDBM
UTMs: Zone 10 545740mE 4150450mN NAD27

Management status

<i>OTIS ID</i>	<i>Prop. ID</i>	<i>OHP Unit</i>	<i>Unit Activity ID</i>	<i>Status</i>	<i>Criteria</i>	<i>Evaluator</i>	<i>Date</i>
587637		National Register		1S	A,C,D	KPNP	2/23/1978

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 12/12/2019	hagell	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
8/3/2016	simsa	Voided S-3089, added to recording event 'd' of this resource
4/1/2005	jay	Appended records from discontinued ICRDS.
1/28/2008	neala	record update
<i>Record status:</i> Verified		

Resource Detail: P-41-000002

Identifying information

Primary No.: P-41-000002

Trinomial: CA-SMA-000109/H

Name: Pillar Point Bluff #3

Other IDs:	Type	Name
	Resource Name	Pillar Point Bluff #3
	Other	Frenchmans Reef Overlook

Cross-refs: Subsumes 41-002238

Physically overlaps or intersects 41-002239

Attributes

Resource type: Site

Age: Prehistoric, Historic

Information base: Survey

Attribute codes: AH04 (Privies/dumps/trash scatters); AP02 (Lithic scatter); AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

	Date	Recorder(s)	Affiliation	Notes
a	4/13/1969	Schenk, Whelan	[none]	
b	5/2/1994	A. Kirkish	CES/CEVA	
c	4/24/1997	Maria Ribeiro	NWIC	Boundary Change Only
d	11/18/1999	Leigh Jordan	NWIC	Letter Correspondance
e	12/30/1999	Annette Schachter	NWIC	Primary # Assignment
f	10/22/2009	Matthew R. Clark	Holman & Associates	

Associated reports

Report No.	Year	Title	Affiliation
S-003026	1975	An Archaeological Assessment of the Proposed Fitzgerald Marine Reserve Additions	Archaeological Consulting and Research Services, Inc.
S-005537	1974	Evaluation of the Archaeological Resources of the Coastal Zone of Monterey, Santa Cruz, and San Mateo Counties, California	
S-029888	2005	Initial Cultural Resources Reconnaissance of the Peninsula Open Space Trust Pillar Point Property Project Area, San Mateo County, California	Holman & Associates
S-031752	2005	Archaeological Investigations at CA-SMA-109/H, CA-SMA-151, and CA-SMA-347, Pillar Point Air Force Station, San Mateo County, California, Contract No. T0900DF415	Applied EarthWorks, Inc.
S-036558	2009	Archaeological Resources Recording and Monitoring Report for the Peninsula Open Space Trust, Pillar Point Bluff Property, San Mateo County, California	Holman and Associates

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:	Address	City	Assessor's parcel no.	Zip code
	Airport Street	Moss Beach		94038

PLSS:

Resource Detail: P-41-000002

UTMs: Zone 10 544180mE 4150780mN NAD27
Zone 10 543646mE 4151686mN NAD83 (2009 record)
Zone 10 543548mE 4152121mN NAD83 (2009 record)
Zone 10 544441mE 4150762mN NAD83 (2009 record)

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 5/25/2018	muchb	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
11/10/2010	ballesterosr	DB completed
4/1/2005	jay	Appended records from discontinued ICRDS.
4/18/2017	raelync	Edited recording events; entered address.
<i>Record status:</i> Verified		

Resource Detail: P-41-000027

Identifying information

Primary No.: P-41-000027

Trinomial: CA-SMA-000022

Name: Half Moon Bay

Other IDs: Type

Name

Resource Name

Half Moon Bay

Other

Nelson's Map 407

Other

Princeton

Other

4-SMA-22

Cross-refs:

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey, Excavation

Attribute codes: AP02 (Lithic scatter); AP09 (Burials); AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

	Date	Recorder(s)	Affiliation	Notes
a	1/1/1912	Loud	[none]	
b	4/12/1969	Schenk, Whelan	[none]	

Associated reports

Report No.	Year	Title	Affiliation
S-003026	1975	An Archaeological Assessment of the Proposed Fitzgerald Marine Reserve Additions	Archaeological Consulting and Research Services, Inc.
S-003082	1970	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College
S-005395	1976	Assessment of Archaeological Resources, San Mateo County Mid-Coastside Waste-Water Management Plan for Thomas Reid Associates, Palo Alto, California.	University of California, Berkeley
S-005537	1974	Evaluation of the Archaeological Resources of the Coastal Zone of Monterey, Santa Cruz, and San Mateo Counties, California	
S-011128	1973	Contributions to Costanoan Archaeology: Archaeological Investigations at 4-ALA-330 and 4-SMA-22	Smithsonian Institution
S-013597	1991	Prehistoric Native American Adaptation Along the Central California Coast of San Mateo and Santa Cruz Counties	San Jose State University
S-033041	2003	Archaeological Research Issues for the Point Reyes National Seashore - Golden Gate National Recreation Area: For Geoarchaeology, Indigenous Archaeology, Historical Archaeology, Maritime Archaeology	Anthropological Studies Center, Sonoma State University
S-048931	2016	Cultural Resources Sensitivity Assessment for the 2016 Caltrain and Dumbarton Rail Fence Installation and Replacement Project	Far Western Anthropological Research Group, INC.
S-049780	2017	San Francisco Bay-Delta Regional Context and Research Design for Native American Archaeological Resources, Caltrans District 4	California Department of Transportation, District 4

Resource Detail: P-41-000027

Location information

County: San Mateo
USGS quad(s): Montara Mtn
Address:
PLSS:
UTMs: Zone 10 544510mE 4150800mN NAD27

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 12/12/2019	hagell	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
4/1/2005	jay	Appended records from discontinued ICRDS.
2/5/2015	neala	data entry
<i>Record status:</i> Verified		

Resource Detail: P-41-000061

Identifying information

Primary No.: P-41-000061

Trinomial: CA-SMA-000057

Name: Nelson 408

<i>Other IDs:</i>	<i>Type</i>	<i>Name</i>
	Resource Name	Nelson 408

Cross-refs:

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

No map with the site record.

Recording events

<i>Date</i>	<i>Recorder(s)</i>	<i>Affiliation</i>	<i>Notes</i>
	[none]	[none]	

Associated reports

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:

PLSS:

UTMs: Zone 10 544210mE 4151125mN NAD27

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 2/27/2017	simsa	
<i>IC actions:</i>	<i>Date</i>	<i>User</i>
	4/1/2005	jay
	11/17/2014	hagell
<i>Record status:</i> Verified		

Action taken
Appended records from discontinued ICRDS.
edited database

Resource Detail: P-41-000062

Identifying information

Primary No.: P-41-000062

Trinomial: CA-SMA-000058

Name: Nelson 409

<i>Other IDs:</i>	<i>Type</i>	<i>Name</i>
	Resource Name	Nelson 409

Cross-refs: See also 41-000137

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

No map with the site record, location not on archived basemap.

Recording events

<i>Date</i>	<i>Recorder(s)</i>	<i>Affiliation</i>	<i>Notes</i>
1/1/1907	Nels Nelson	UC Archaeological Survey	

Associated reports

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:

PLSS:

UTMs: Zone 10 544320mE 4151335mN NAD27

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 5/25/2018	muchb	
<i>IC actions:</i>	<i>Date</i>	<i>User</i>
	4/1/2005	jay
	11/17/2014	hagell
<i>Record status:</i> Verified		

Action taken
Appended records from discontinued ICRDS.
edited database

Resource Detail: P-41-000063

Identifying information

Primary No.: P-41-000063

Trinomial: CA-SMA-000059

Name: Nelson 410

<i>Other IDs:</i>	<i>Type</i>	<i>Name</i>
	Resource Name	Nelson 410
	Other	SMA-135

Cross-refs: See also 41-000137

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP01 (Unknown)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

No map with the site record, location not on archived basemap

Recording events

<i>Date</i>	<i>Recorder(s)</i>	<i>Affiliation</i>	<i>Notes</i>
1/1/1907	Nels Nelson	UC Archaeological Survey	

Associated reports

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:

PLSS:

UTMs: Zone 10 544100mE 4151440mN NAD27

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 5/25/2018	muchb	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
4/1/2005	jay	Appended records from discontinued ICRDS.
<i>Record status:</i> Verified		

Resource Detail: P-41-000137

Identifying information

Primary No.: P-41-000137

Trinomial: CA-SMA-000135

Name: Pillar Point Bluff #1

<i>Other IDs:</i>	<i>Type</i>	<i>Name</i>
	Resource Name	Pillar Point Bluff #1
	Other	Sma 59
	Other	Nelsons 410
	Other	4-Sma-135

Cross-refs: See also 41-000062

See also 41-000063

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP11 (Hearths/pits); AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

	<i>Date</i>	<i>Recorder(s)</i>	<i>Affiliation</i>	<i>Notes</i>
a	7/2/1970	Jackson & Dietz	[none]	
b	10/20/2009	Matthew Clark	Holman & Assoc.	Clark notes this resources is likely Nelson's 409 or 410

Associated reports

<i>Report No.</i>	<i>Year</i>	<i>Title</i>	<i>Affiliation</i>
S-003082	1970	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College
S-005395	1976	Assessment of Archaeological Resources, San Mateo County Mid-Coastside Waste-Water Management Plan for Thomas Reid Associates, Palo Alto, California.	University of California, Berkeley
S-005537	1974	Evaluation of the Archaeological Resources of the Coastal Zone of Monterey, Santa Cruz, and San Mateo Counties, California	
S-029888	2005	Initial Cultural Resources Reconnaissance of the Peninsula Open Space Trust Pillar Point Property Project Area, San Mateo County, California	Holman & Associates
S-036558	2009	Archaeological Resources Recording and Monitoring Report for the Peninsula Open Space Trust, Pillar Point Bluff Property, San Mateo County, California	Holman and Associates

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:

PLSS: T5S R6W Sec. MDBM

UTMs: Zone 10 543978mE 4151662mN NAD27

Zone 10 544100mE 4151395mN NAD27

Resource Detail: P-41-000137

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 5/25/2018	muchb	
<i>IC actions: Date</i>	<i>User</i>	<i>Action taken</i>
12/12/2017	moored	The identifiers of Sma 59 and Nelsons 410 come from the original trinomial log book.
4/1/2005	jay	Appended records from discontinued ICRDS.
<i>Record status:</i> Verified		

Resource Detail: P-41-000138

Identifying information

Primary No.: P-41-000138

Trinomial: CA-SMA-000136

Name: Nelson #409

Other IDs:	Type	Name
	Resource Name	Nelson #409
	Other	Pillar Point Bluff #2
	Other	Sma 58

Cross-refs:

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP11 (Hearths/pits); AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

	Date	Recorder(s)	Affiliation	Notes
a	7/2/1970	Dietz & Jackson	[none]	
b	10/20/2009	Matthew R. Clark	Holman & Assoc.	

Associated reports

Report No.	Year	Title	Affiliation
S-003082	1970	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College
S-005395	1976	Assessment of Archaeological Resources, San Mateo County Mid-Coastside Waste-Water Management Plan for Thomas Reid Associates, Palo Alto, California.	University of California, Berkeley
S-005537	1974	Evaluation of the Archaeological Resources of the Coastal Zone of Monterey, Santa Cruz, and San Mateo Counties, California	
S-029888	2005	Initial Cultural Resources Reconnaissance of the Peninsula Open Space Trust Pillar Point Property Project Area, San Mateo County, California	Holman & Associates
S-036558	2009	Archaeological Resources Recording and Monitoring Report for the Peninsula Open Space Trust, Pillar Point Bluff Property, San Mateo County, California	Holman and Associates

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address: Address	City	Assessor's parcel no.	Zip code
Airport Blvd.	Moss Beach		94038

PLSS: T5S R6W Sec. MDBM

UTMs: Zone 10 544038mE 4151560mN NAD27

Zone 10 544140mE 4151320mN NAD27

Management status

Resource Detail: P-41-000138

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 4/12/2018	carlosp	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
4/1/2005	jay	Appended records from discontinued ICRDS.
<i>Record status:</i> Verified		

Resource Detail: P-41-000139

Identifying information

Primary No.: P-41-000139

Trinomial: CA-SMA-000137

Name: Nelson #408

Other IDs:	Type	Name
	Resource Name	Nelson #408
	Other	SMA-57

Cross-refs:

Attributes

Resource type: Site

Age: Prehistoric

Information base: Survey

Attribute codes: AP15 (Habitation debris)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

Date	Recorder(s)	Affiliation	Notes
6/16/1970	Jackson & Dietz	[none]	

Associated reports

Report No.	Year	Title	Affiliation
S-003082	1970	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College
S-005395	1976	Assessment of Archaeological Resources, San Mateo County Mid-Coastside Waste-Water Management Plan for Thomas Reid Associates, Palo Alto, California.	University of California, Berkeley
S-005537	1974	Evaluation of the Archaeological Resources of the Coastal Zone of Monterey, Santa Cruz, and San Mateo Counties, California	
S-031472	2004	Cultural Resource Evaluation for the Project at the El Granada Mobile Home Park in the County of San Mateo	Archaeological Resource Management
S-031479	2004	Archaeological Testing Program at the El Granada Mobile Home Park in the County of San Mateo	Archaeological Resource Management

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:

PLSS:

UTMs: Zone 10 544205mE 4151100mN NAD27

Management status

Database record metadata

Date	User	
Entered: 4/1/2005	icrds	
Last modified: 4/12/2018	carlosp	
IC actions: Date	User	Action taken
4/1/2005	iax	Appended records from discontinued ICRDS

Resource Detail: P-41-000139

7/1/2000	jay	
4/10/2018	carlosp	no affiliation submitted

Record status: Verified

Resource Detail: P-41-000433

Identifying information

Primary No.: P-41-000433
Trinomial: CA-SMA-000347
Name: PP-2
Other IDs:

Type	Name
Resource Name	PP-2

Cross-refs: Subsumes 41-000003

Attributes

Resource type: Site
Age: Prehistoric
Information base: Survey, Other
Attribute codes: AP02 (Lithic scatter); AP15 (Habitation debris)
Disclosure: Not for publication
Collections: Yes
Accession no(s):
Facility:

General notes

Located on Vandenberg Air Force Base at Pillar Point.

Recording events

	<i>Date</i>	<i>Recorder(s)</i>	<i>Affiliation</i>	<i>Notes</i>
a	5/2/1994	A. Kirkish	730 CES/CEVA, Vandenberg AFB	
b	5/3/2004	S. Flint	Applied EarthWorks, Inc.	

Associated reports

<i>Report No.</i>	<i>Year</i>	<i>Title</i>	<i>Affiliation</i>
S-031752	2005	Archaeological Investigations at CA-SMA-109/H, CA-SMA-151, and CA-SMA-347, Pillar Point Air Force Station, San Mateo County, California, Contract No. T0900DF415	Applied EarthWorks, Inc.

Location information

County: San Mateo
USGS quad(s): Montara Mtn
Address:
PLSS:
UTMs: Zone 10 544479mE 4150100mN NAD27

Management status

Database record metadata

<i>Date</i>	<i>User</i>	
<i>Entered:</i> 4/1/2005	icrds	
<i>Last modified:</i> 5/25/2018	muchb	
<i>IC actions:</i> <i>Date</i>	<i>User</i>	<i>Action taken</i>
4/1/2005	jay	Appended records from discontinued ICRDS.
1/7/1998	AOApp1	Primary Number Autofill
<i>Record status:</i> Verified		

Resource Detail: P-41-002239

Identifying information

Primary No.: P-41-002239

Trinomial:

Name: Pillar Point Bluff #4

Other IDs:	Type	Name
	Resource Name	Pillar Point Bluff #4
	Other	Pillar Point Historic Dairy

Cross-refs: Physically overlaps or intersects 41-000002

Attributes

Resource type: Building, Structure, Site

Age: Historic

Information base: Survey, Analysis, Other

Attribute codes: AH02 (Foundations/structure pads); AH05 (Wells/cisterns); AH06 (Water conveyance system); AH07 (Roads/trails/railroad grades); AH11 (Walls/fences); HP04 (Ancillary building); HP20 (Canal/aqueduct); HP22 (Lake/river/reservoir); HP33 (Farm/ranch)

Disclosure: Not for publication

Collections: No

Accession no(s):

Facility:

General notes

Recording events

Date	Recorder(s)	Affiliation	Notes
12/7/2009	Matthew R. Clark	Holman & Associates	

Associated reports

Report No.	Year	Title	Affiliation
S-029888	2005	Initial Cultural Resources Reconnaissance of the Peninsula Open Space Trust Pillar Point Property Project Area, San Mateo County, California	Holman & Associates
S-036558	2009	Archaeological Resources Recording and Monitoring Report for the Peninsula Open Space Trust, Pillar Point Bluff Property, San Mateo County, California	Holman and Associates

Location information

County: San Mateo

USGS quad(s): Montara Mtn

Address:	Address	City	Assessor's parcel no.	Zip code
		Moss Beach		

PLSS:

UTMs: Zone 10 543862mE 4151793mN NAD27 (main complex, all 2009 record)
Zone 10 543949mE 4151924mN NAD27 (east end)
Zone 10 543949mE 4151672mN NAD27 (at southerly pump house)
Zone 10 543450mE 4151225mN NAD27 (NW end of northern reservoir)
Zone 10 543650mE 4152093mN NAD27 (SE end of northern reservoir)
Zone 10 543860mE 4151471mN NAD27 (at poinds on top of bluff)

Management status

Database record metadata

Date	User	
Entered: 1/4/2010	jordanl	
Last modified: 2/22/2019	moored	
IC actions: Date	User	Action taken
2/22/2019	moored	Corrected disclosure

Resource Detail: P-41-002239

2/22/2019

modified

Record status: Verified

SITE-NUMBER. PRIMARY-NUM NRS EVL-DATE PROGRAM REF..... EVAL OTHER NAMES AND NUMBERS.....

SMA-000151	41-000001	1S	02/23/78 78000771	KPNP	U.C. ARCHAEOLOGICAL RESEARCH FACILITY NO. SMA-151
					UC-ARF 61,62,63
SMA-000162	41-000162	6Y	10/30/86 ADOE-41-86-001-000	RJPR	DOT-04-SMA-1-2
		6Y	10/30/86 FHWA860919A	RJPR	
SMA-000232	41-000230	6Y	07/17/95 ADOE-41-95-002-000	SGPR	82-9A
		6Y	07/17/95 FHWA950714X	SGPR	
SMA-000233	41-000231	6Y	07/17/95 ADOE-41-95-003-000	SGPR	
		6Y	07/17/95 FHWA950714X	SGPR	
SMA-000299	41-000409	6Y	12/27/95 ADOE-41-95-001-000	GRPR	
		6Y	12/27/95 UMTA900828A	GRPR	
SMA-000336H	41-000316	6Y	04/04/94 ADOE-41-94-003-000	GRPR	
		6Y	04/04/94 GSA940322A	GRPR	
SMA-000337H	41-000279	6Y	04/04/94 ADOE-41-94-001-000	GRPR	
		6Y	04/04/94 GSA940322A	GRPR	
SMA-000338H	41-000280	6Y	04/04/94 ADOE-41-94-002-000	GRPR	
		6Y	04/04/94 GSA940322A	GRPR	
SMA-000353H	41-002147	6Y	08/06/07 FTA040913A	CFPR	PN-1
SMA-000378H	41-002160	6Y	08/06/07 FTA040913A	CFPR	FT-2
SMA-00353HH		6Y	08/06/07 FTA040913A	CFPR	
SMA-00378HH		6Y	08/06/07 FTA040913A	CFPR	
SMA-Z00003	41-000257	6Y2	04/20/10 FCC100311B	JSPR	PREHISTORIC LITHIC SCATTER, S-022606

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-009729		1987	Robert Cartier	Cultural Resource Evaluation of 457 Cortez Avenue in the Town of El Granada, County of San Mateo	Archaeological Resource Management	
S-020296		1998	Matthew R. Clark	An Archaeological Reconnaissance of the Banks Property at 910 Ventura Street in the Community of El Granada, San Mateo County, California	MRC Consulting	
S-020485		1998	Matthew R. Clark	An Archaeological Reconnaissance of the Carey Properties on Coronado Avenue (APNs 048-025-380, 048-025-390, 048-025-390, 048-025-400), in the Community of Miramar, San Mateo County, California	MRC Consulting	
S-026314		2002	Matthew R. Clark	An Archaeological Reconnaissance of A Portion of the Sterling Properties (APN 047-320-060) on San Juan Avenue in the Community of El Granada, San Mateo County, California	Holmon & Associates	
S-026855	Submitter - MRC 02-01-03	2003	Matthew R. Clark	An Archaeological Reconnaissance of the Perrone Parcel (APN 048-024-110) at 403 Coronado Avenue in the Community of Miramar, San Mateo County, California	MRC Consulting	
S-028730	Submitter - MRC 06-01-04	2004	Matthew R. Clark	An Archaeological Reconnaissance of the Mack Parcel (APN 048-024-190) on Magellan Avenue in the Community of Miramar, San Mateo County, California	MRC Consulting	
S-029884	Submitter - MRC 12-01-04	2005	Matthew R. Clark	An Archaeological Reconnaissance of Two Parcels, (APNs 048-024-420 & -430) on Coronado Avenue in the Community of Miramar, San Mateo County, California.	MRC Consulting	
S-029885	Submitter - MRC 01-01-0	2005	Matthew R. Clark	An Archaeological Reconnaissance of Three Parcels (APNs 048-025-450, -460, & -470) on Cortez Avenue in the Community of Miramar, San Mateo County, California.	MRC Consulting	
S-030039	Submitter - MRC 02-01-05	2005	Matthew R. Clark	An Archaeological Reconnaissance of the Two Gehrels Parcels (APNs 048-021-320 & -330) on Magellan Avenue in the Community of Miramar, San Mateo County, California.	MRC Consulting	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-046397		2014	Tim Spillane	Archaeological Overview and Assessment: Indigenous Sites of the GGNRA, 2014	BayArcheo	21-000072, 21-000073, 21-000074, 21-000075, 21-000224, 21-000311, 21-000312, 21-000313, 21-000314, 21-000317, 21-000367, 21-000430, 21-000431, 21-000432, 21-000460, 21-000470, 21-000473, 21-000496, 21-000526, 21-000611, 21-000612, 21-000629, 21-000632, 21-000638, 21-002550, 21-002552, 21-002615, 21-002665, 21-002701, 21-002819, 38-000005, 38-000006, 38-000021, 38-000026, 38-000029, 38-000030, 38-000031, 38-000097, 38-000162, 38-004945, 38-004947, 38-004948, 41-000004, 41-000075, 41-000116, 41-000117, 41-000128, 41-000134, 41-000149, 41-000150, 41-000264, 41-000272, 41-000456, 41-002352

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-003082	Voided - E-81 SMA	1970	Stephen A. Dietz and Thomas L. Jackson	An Archaeological and Historical Reconnaissance of a Portion of the San Mateo County Coastside	Adan E. Treganza Anthropology Museum, San Francisco State College	41-000027, 41-000073, 41-000074, 41-000076, 41-000082, 41-000084, 41-000112, 41-000117, 41-000129, 41-000130, 41-000131, 41-000132, 41-000133, 41-000134, 41-000135, 41-000136, 41-000137, 41-000138, 41-000139, 41-000140, 41-000141, 41-000142, 41-000143, 41-000144, 41-000145, 41-000146, 41-000147, 41-000148, 41-000171, 41-000188, 41-000189, 41-000190, 41-000191, 41-000192, 41-000194, 41-000195, 41-000196, 41-000206, 41-000564, 41-000595, 41-000599, 41-000606, 41-001487, 41-001498, 41-001829
S-006381	Agency Nbr - application 26995-26997	1984	William E. Soule	Archaeological Survey Report, Applications 26995-26997, J.L. and Ferol Johnson, San Mateo County	California Water Resources Control Board, Division of Water Rights	
S-020736	Other - FHWA070412A	1998	David Chavez and Jan M. Hupman	Cultural Resource Investigations for the Mirada Surf Development Project, San Mateo County, California	David Chavez and Associates	
S-026108		2002	Matthew R. Clark	An Archaeological Reconnaissance of the Hayes/Bienstock Parcel (APN 048-025-110, -120, & -140) on Coronado Avenue in the Community of Miramar, San Mateo County, California	MRC Consulting	
S-027954	Submitter - MRC 12-02-03	2004	Matthew R. Clark	An Archaeological Reconnaissance of the Licato Parcel (APN 048-024-290) at 491 Coronado Avenue in the Community of Miramar, San Mateo County, California	MRC Consulting	
S-033514		2006	Richard Greene and Brian F. Smith	A Phase I Archaeological Assessment of the Stebbins Residential Property, Granada Sanitary District, APN 048-021-230	Brian F. Smith and Associates	
S-034097		2007	Matthew R. Clark	Archaeological Survey Report for the Phase 3 El Granada Transmission Pipeline Replacement Project, San Mateo County, California	Holman & Associates	
S-034097a		2007		Archaeological Monitoring Plan for the Phase 3 El Granada Transmission Pipeline Replacement Project, San Mateo County, California	Holman & Associates	

Report List

Report No.	Other IDs	Year	Author(s)	Title	Affiliation	Resources
S-034152		2007	Matthew R. Clark	Archaeological Survey Report for "Wicklow Western Slope Fuels Management Action Plan" Project on POST Property in El Granada, San Mateo County, California	Holman & Associates	

Resource Detail: P-41-000550

Identifying information

Primary No.: P-41-000550

Trinomial:

Name: El Granada

Other IDs:	Type	Name
Resource Name		El Granada
OHP PRN		4018-0001-9999
OHP PRN		41-0016

Cross-refs: Is a district with element 41-000548

Is a district with element 41-000549

Physically overlaps or intersects 41-000531

Attributes

Resource type: District

Age: Historic

Information base: Survey

Attribute codes: HP39 (Other) - town

Disclosure: Unrestricted

Collections: No

Accession no(s):

Facility:

General notes

Recording events

Date	Recorder(s)	Affiliation	Notes
5/1/1981	[none]	San Mateo Urban/Rural Conservation	HRI form

Associated reports

Report No.	Year	Title	Affiliation
S-047522	2015	Cultural Resources Constraints Report, Half Moon Bay 1101 Targeted Circuit (Circuit No.: Half Moon Bay 1101), San Mateo County, PM No. 31005840	Garcia and Associates

Location information

County: San Mateo

USGS quad(s): Half Moon Bay, Montara Mtn

Address:	Address	City	Assessor's parcel no.	Zip code
	SR 1	El Granada		94018

PLSS:

UTMs:

Management status

OTIS ID	Prop. ID	OHP Unit	Unit Activity ID	Status	Criteria	Evaluator	Date
408127	005172	National Register		7J		CHRG	2/27/1996
408127	005172	Cert. Loc. Dist.		5S2		UNKN	1/2/1901

Database record metadata

Date	User	
Entered: 4/1/2005	icrds	
Last modified: 6/28/2019	brewers	
IC actions:	Date	User Action taken
	10/28/2010	ballesterosr Moved to District
	6/24/2002	AOOHP2 OHP Property file import
	3/6/2002	AOOHP2 Primary number 41-000550 assigned.

Resource Detail: P-41-000550

4/1/2005	jay	Appended records from discontinued ICRDS.
6/28/2019	brewers	Cross-referenced 41-000548 as element of the district
6/12/2018	rinerg	mark verified

Record status: Verified

Resource List

Primary No.	Trinomial	Other IDs	Type	Age	Attribute codes	Recorded by	Reports
P-41-000548		Resource Name - 850 Francisco; OHP Property Number - 005170; OTIS Resource Number - 408125; OHP PRN - 4018-0001-0001	Building, Element of district	Historic	HP02	1980 ([none], [none])	
P-41-000619		Resource Name - Purissima Way; OHP Property Number - 005241;	Building	Historic	HP02	1981 ([none], [none])	

APPENDIX B – MITIGATION MONITORING AND REPORTING PROGRAM

Off-leash Dog Recreation Pilot Program Mitigation Monitoring and Reporting Program

October 2021

The California Environmental Quality Act (CEQA) and the CEQA Guidelines require Lead Agencies to adopt a program for monitoring the mitigation measures required to avoid the significant environmental impacts of a project. This Mitigation Monitoring and Reporting Program (MMRP) ensures that mitigation measures imposed by San Mateo County Parks (Parks) are completed at the appropriate time in the development process.

The mitigation measures identified in the Initial Study/Mitigated Negative Declaration for the Dogs Off-leash Pilot Program are listed in this MMRP along with the party responsible for monitoring implementation of the mitigation measure, the milestones for implementation and monitoring, and a signoff that the mitigation measure has been implemented.

MITIGATION MONITORING AND REPORTING PROGRAM DOGS OFF-LEASH PILOT PROGRAM			
Mitigation Measure	Implementation Schedule	Monitoring Agency	Sign-Off
<p>Mitigation Measure CUL-1: Accidental Discovery of Archaeological Resources</p> <p>If indigenous or historic-era archaeological resources are encountered during proposed project development or operation, all activity within 100 feet of the find shall cease and the find shall be flagged for avoidance. Parks and a qualified archaeologist, defined as one meeting the U.S. Secretary of the Interior's Professional Qualifications Standards for Archeology, shall be immediately informed of the discovery. The qualified archaeologist shall inspect the find within 24 hours of discovery and notify Parks of their initial assessment.</p> <p>If Parks determines, based on recommendations from the qualified archaeologist, that the resource may qualify as a historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5), or a tribal cultural resource (as defined in PRC Section 21074), the resource shall be avoided if feasible. Avoidance means that no activities associated with the proposed project that may affect cultural resources shall occur within the boundaries of the resource or any defined buffer zones. If avoidance is not feasible, Parks shall consult with appropriate Native American tribes (if the resource is indigenous), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery or other measures. Treatment for most resources would consist of, but would not be limited to sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource. The resource and</p>	<p>During sign or fence installation or routine park use</p>	<p>Parks</p> <p>Native American Heritage Commission, and appropriate tribes</p>	<p>Parks or appropriate tribes¹</p>

¹ The appropriate tribal entity has sign-off authority for indigenous resources

MITIGATION MONITORING AND REPORTING PROGRAM DOGS OFF-LEASH PILOT PROGRAM			
Mitigation Measure	Implementation Schedule	Monitoring Agency	Sign-Off
treatment method shall be documented in a professional-level technical report to be filed with the California Historical Resources Information System. Work in the area may commence upon completion of approved treatment and under the direction of the qualified archaeologist.			
Mitigation Measure CUL-2: Accidental Discovery of Human Remains If human remains are uncovered, all visitor use shall immediately halt within 100 feet of the find and the San Mateo County Coroner shall be contacted to evaluate the remains and follow the procedures and protocols set forth in CEQA Guidelines Section 15064.5(e)(1). If the county coroner determines that the remains are Native American, the County shall contact the California Native American Heritage Commission, in accordance with California Health and Safety Code Section 7050.5(c) and PRC Section 5097.98. As required by PRC Section 5097.98, Parks shall ensure that further development activity avoids damage or disturbance in the immediate vicinity of the Native American human remains, according to generally accepted cultural or archaeological standards or practices, until Parks has conferred with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	In the event of an accidental discovery of human remains during fence or sign installation, or routine park use	Parks San Mateo County Coroner Native American Heritage Commission, and applicable tribes	Parks San Mateo County Coroner Native American Heritage Commission, and applicable tribes
Mitigation Measure NOI-1: Noise Complaints Parks shall establish a means of monitoring any noise complaints and shall document and report any complaints to the County Health officer.	During routine park use	Parks	Parks



County of San Mateo

Inter-Departmental Correspondence

Department: PLANNING AND BUILDING

File #: 22-232

Board Meeting Date: 4/5/2022

Special Notice / Hearing: 10-day publication and 500 Feet notice
Vote Required: Majority

To: Honorable Board of Supervisors

From: Steve Monowitz, Community Development Director

Subject: Consideration of an Initial Study and Mitigated Negative Declaration, pursuant to the California Environmental Quality Act (CEQA), and a General Plan Amendment and Zoning Map Amendment, pursuant to Section 6550 of the County Zoning Regulations, a Major Subdivision, pursuant to Sections 7000 et seq. of the County Subdivision Ordinance, and a Grading Permit, pursuant to Section 9280 et seq. of the San Mateo County Ordinance Code, to construct a six (6) unit, 18,550 sq. ft. townhouse development consisting of two (2) three-story buildings and twelve (12) parking spaces, on two existing parcels (combined 13,225 sq. ft.) at 1301 and 1311 Woodside Road, located in the Sequoia Tract area of the unincorporated San Mateo County. The project requires a General Plan Land Use Map amendment from Medium Density Residential to High Density Residential and Zoning Map amendment from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3). The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.

County File Number: PLN 2019-00252 (Dinar)

RECOMMENDATION:

Recommendation to:

- A) Adopt a resolution adopting the Mitigated Negative Declaration for the General Plan amendment, zoning map amendment, major subdivision, and grading permit for the development of six townhouses at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area; and
- B) Adopt a resolution amending the San Mateo County General Plan Land Use Map to change the land use designation of Assessor Parcel Numbers 069-311-250 and 069-311-340 from "Medium Density Residential" to "High Density Residential", at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area; and

C) Adopt an ordinance amending Chapter 2 of Division VI of the San Mateo County Ordinance Code (Zoning Annex) to revise the zoning maps, Appendix A, to change the zoning of Assessor Parcel Numbers 069-311-250 and 069-311-340 from R-1/S-74 to R-3/S-3, at 1301 AND 1311 Woodside Road in the unincorporated Sequoia tract area, previously introduced to the Planning Commission on December 8, 2021, and waive reading of the ordinance in its entirety; and

D) Approve the Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A.

BACKGROUND:

Proposal: The subject parcels are currently zoned R-1/S-74 (One-Family Residential; S-74 Combining District; 5,000 sq. ft. minimum parcel size) and are proposed to be rezoned to R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) to allow for higher density housing. The applicant proposes a General Plan Land Use Map amendment to change the parcels from Medium Density Residential, which allows 6.1 - 8.7 dwelling units/acre, to High Density Residential, which allows 17.5 - 87 dwelling units/acre. The applicant has proposed six (6) three-story townhouses (18,550 sq. ft. total). Residential units consist of five (5) four-bedroom units and one (1) two-bedroom unit; one of the six proposed units will be an affordable housing unit. Two covered parking spaces will be provided within attached garages for each unit. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences on the parcels are proposed to be demolished.

Report Prepared By: Camille Leung, Project Planner, Telephone 650/363-1826

Applicant: Moshe Dinar

Owner: Kardosh Mounir

Location: 1301 and 1311 Woodside Road, Sequoia Tract

APN(s): 069-311-250 and 069-311-340

Size: 13,225 sq. ft.

Existing Zoning: R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum)

General Plan Designation: Medium Density Residential

Sphere-of-Influence: City of Redwood City

Existing Land Use: Single-family Residential

Water Supply: California Water Service

Sewage Disposal: Fair Oaks Sewer Maintenance District

Flood Zone: Flood Zone X (Area of Minimal Flood Hazard); FEMA Panel No. 06081C0303E, effective October 16, 2021.

Environmental Evaluation: An Initial Study and Mitigated Negative Declaration (IS/MND) were prepared and circulated for review, with a 30-day review period commencing on August 11, 2021 and ending on September 10, 2021, as required by the California Environmental Quality Act (CEQA). Mitigation measures have been included as conditions of approval in Attachment A.

Setting: The subject parcels are zoned R-1/S-74 and are directly bordered by Rutherford Avenue to the north, Woodside Road to the west, single-family residences to the east, and a commercial building to the south. Across Rutherford Avenue to the north is an apartment complex and to the west across Woodside Road is an apartment complex and commercial development. The greater surrounding area is comprised of single-family residences, commercial buildings and apartment complexes. Along Woodside Road, all of the areas on the west side and many parcels on the east side are located within the incorporated areas of Redwood City. Each subject parcel is currently developed with a single-family residence.

Chronology:

<u>Date</u>	<u>Action</u>
June 21, 2017	-Major Development Pre-application Public Workshop (PRE 2017-00012) held for a 10-unit apartment/condominium complex.
June 3, 2019	-Based on community feedback, the applicant returned with a revised 6-unit proposal. Major Development Pre-application Public Workshop (PRE2018-00054) for six townhouse units was held; see Attachment I for a summary letter.
July 8, 2019	-Application submitted.
June 16, 2021	-Application deemed complete.
July 29, 2021	-Department of Public Works (DPW) staff identified sight distance issues related to project design at the corner of Woodside Road and Rutherford Avenue. The applicant agreed to dedicate at least fifteen feet of curb area at Rutherford Avenue as a “no parking” area (required by Mitigation Measure 5) and will be addressed with a separate application with the Department of Public Works.
August 11, 2021 to September 10, 2021	-Initial Study/Mitigated Negative Declaration public comment period.
December 8, 2021	-The Planning Commission held a public hearing and recommended approval of the project in a 4-1 vote.
April 5, 2022	- Board of Supervisors public hearing of the project.

DISCUSSION:

A. PLANNING COMMISSION ACTION

The Planning Commission considered the project at its December 8, 2021 meeting, and, by a vote of 4-1, recommended approval of the project to the Board of Supervisors.

B. ANALYSIS OF PROJECT COMPLIANCE WITH APPLICABLE COUNTY POLICIES AND REGULATIONS

The following is an analysis of the project's compliance with applicable County regulations, policies and standards:

1. Conformance with the General Plan

Upon review of the applicable provisions of the General Plan, staff has determined that the project complies with applicable General Plan Policies, including the following:

a. Soil Resources

Policy 2.17 (*Regulate Development to Minimize Soil Erosion and Sedimentation*) seeks to minimize soil erosion and sedimentation. The project would include 280 cubic yards of grading. Specifically, the grading activities necessary to prepare the site for residential development will require 220 c.y. of cut and 60 c.y. of fill to accommodate the proposed structures and shared driveway. The required implementation of erosion control measures will ensure that soil erosion is minimized. Per County standards, no grading shall be allowed during the winter season to avoid potential soil erosion, unless approved in writing by the Community Development Director. Conditions 15, 17, and 18 (Mitigation Measures 1, 3, and 4, respectively) provide measures to minimize erosion and sedimentation during project construction activities.

b. Visual Quality

Policies 4.15 (*Appearance of New Development*) and 4.36 (*Urban Area Design Concept*) require development in urban areas to promote and enhance good design, siting, site relationships, and other aesthetic considerations. The proposed architectural elements and exterior materials and colors for the two buildings work to enhance the overall design of the project in conjunction with the proposed landscaping. The height of the proposed townhouse structures is 31 feet 1-inch, which is below the maximum height of the proposed S-3 zoning (36 feet).

c. Urban Land Use

Policy 8.14 (*Appropriate Land Use Designations and Locational Criteria for Urban Unincorporated Areas*) provides guidelines for the appropriate designations and densities of properties located in Urban Neighborhoods to meet the stated objectives of the Urban Land Use Component, including but not limited to Objective 8.2(d) (Land Use Objectives for Urban Communities) which seeks to provide a mix and an amount of residential land uses that provide substantial housing opportunities in unincorporated areas. Table 8.1P in the General Plan identifies locational criteria for High Density Residential areas to include being adjacent to or in conjunction with commercial land uses, near employment centers, next to public services and facilities, and on large vacant parcels on the edge or outside of single-family neighborhoods.

The property is situated directly along Woodside Road, a commercial transit

corridor. Denser development is preferred in proximity to such an area because it offers services such as bus stops and commercial convenience services to reduce the need for vehicular trips. The project parcel is located at the edge of the single-family residentially zoned area of the Sequoia Tract neighborhood where the single-family residential-zoned parcels range in size from 5,000 sq. ft. to 10,000 sq. ft. in size compared to the larger 13,225 sq. ft. project site. Adjacent parcels consist of commercial, multi-family and single-family developed properties served by public services and facilities with varying zoning combining districts of S-3, S-4, S-7, and S-74. These combining districts limit the number of units by setting a minimum lot area per dwelling unit standard and work in conjunction with the General Plan land use designation to provide for the appropriate density in urban areas.

The parcels' current land use designation of Medium Density Residential allows for a density range of 6.1 - 8.7 dwelling units/net acre. The proposed General Plan Map Amendment to High Density Residential will allow a density range of 17.5 - 87 dwelling units/net acre. In order to support multi-family residential development comparable and compatible to other multi-family developed properties in the Sequoia Tract area as encouraged in Policy 8.37 (*Density*), a High Density land use designation, with an S-3 combining district, is proposed. The project proposes six residential units which would result in a density of 19.8 dwelling units/net acre, consistent with the proposed High Density Residential range of 17.5 - 87 dwelling units/net acre. The proposed density is suitable to the location and property size given its proximity to services and compatibility with surrounding development.

Policy 8.30 (*Infilling*) encourages the infilling of urban areas where infrastructure and public services are available. The project site is relatively larger in size, 13,225 sq. ft., compared to surrounding 5,000 sq. ft. - 10,000 sq. ft. residential parcels within the same R-1/S-74 Zoning District. The proposed project will allow better utilization of the comparably larger project site to fulfill urban land use objectives which seek to provide a mix and an amount of residential land uses to maximize housing opportunities in urban areas of the County and decrease the demand to construct housing in undeveloped areas.

Policy 8.35 (*Zoning Regulations*) seeks to ensure that development is consistent with land use designations through the use of zoning districts that establish specific development regulations. The proposed rezoning will allow better utilization of the larger project site for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road, the existing adjacent multi-family residential development, and the lower density single-family residential Sequoia Tract neighborhood. The proposed rezoning from R-1/S-74 (One-Family Residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-Family Residential/5,000 sq. ft. lot minimum), and the proposed multi-family residential construction, is proportional in size and scale to the property and compatible with existing multi-family development in the neighborhood, including in the areas of height, bulk, and setbacks as required by Policy 8.39 (*Height, Bulk, and Setbacks*).

d. Water Supply and Wastewater

Water Supply Policies 10.10 (*Water Suppliers in Urban Areas*) and 10.12 (*Coordination of Water Suppliers*) consider water systems as the appropriate water

supply for urban areas and seek to ensure water providers have capacity commensurate with the level of development permitted by adopted land use plans. The project property is currently served by California Water Service-Bear Gulch. The proposed project has been preliminarily reviewed and the purveyor did not raise any objections to the ability to continue serving the properties based on the proposed increase in development density.

Additionally, Wastewater Policies 11.4 (*Adequate Capacity for Unincorporated Areas*) and 11.5 (*Wastewater Management in Urban Areas*) consider sewerage systems as the appropriate method of wastewater management in urban areas and seek to ensure adequate capacity is available for unincorporated areas. The subject parcels are currently served by Fair Oaks Sewer Maintenance District. The District has indicated that there is sufficient sewer capacity to serve the proposed project.

e. Transportation

Policy 12.21 (*Local Circulation Policies*) seeks to ensure local circulation systems function adequately to maximize freedom of movement for transportation users and allows adequate and safe access for various land uses. The project site is located at Rutherford Avenue and Woodside Road, which are improved public roadways with curb, gutter and sidewalks. Access to existing amenities will be maintained along Woodside Road, including public transit stops. The maximum expected trip generation for a future development resulting from the proposed project is 38 trips per day per the traffic impact analysis (Attachment J). This maximum expected trip generation is below the County Department of Public Works and City/County Association of Government's (C/CAG's) thresholds for requiring a traffic impact study although one has been provided. As discussed in the IS/MND, the traffic report states that the added project trips would not degrade the levels of service and are not expected to result in a noticeable increase in vehicle delay at nearby intersections.

Additionally, this maximum expected trip generation does not require a Vehicle Miles Traveled (VMT) analysis because as a "small project" generating less than 110 daily trips, it falls below the screening thresholds designed to identify projects that could result in a significant VMT impact. Furthermore, the project provides 12 covered parking spaces in compliance with the parking requirements set forth in the County's Zoning Regulations.

The IS/MND identifies a potentially significant traffic impact related to sight distance, which would be reduced to a less than significant level with the implementation of Mitigation Measure 5, which requires a fifteen-foot curb segment next to the driveway on Rutherford Avenue to be painted red to indicate no parking is allowed to provide adequate sight distance.

f. Housing Element

Policy HE 11 (*Amend Zoning and General Plan Land Use Designations to Meet Future Housing Needs*) encourages modification of General Plan land use designations and zoning regulations to accommodate the construction of needed

new housing units. Policy HE 20.1 seeks to undertake General Plan amendments and/or rezoning of undeveloped and underutilized land for higher density residential and mixed-use development, as necessary, to meet the County's current and future Regional Housing Needs Allocation and to facilitate housing production countywide. The State of California requires each jurisdiction in the State to include a Housing Element as part of its General Plan. Within the County Housing Element, the County is required to demonstrate how the existing and projected housing needs of people of all income levels will be met.

The State's process to identify the type and amount of housing units each jurisdiction is required to provide is called the Regional Housing Need Allocation (RHNA) and covers an eight-year period. In July 2013, the Association of Bay Area Governments (ABAG) adopted the Final Regional Housing Need Plan for the San Francisco Bay Area: 2015-2023, which identified that unincorporated San Mateo County would need to provide 913 housing units over four income levels for the current cycle. The proposed project proposes 6 residential units, therefore allowing for the creation of needed additional housing units. One unit is required to be designated to, at minimum, affordable for a low-income household per the County's Inclusionary Requirement for Affordable Housing. Accordingly, the applicant proposes Unit F, a four-bedroom unit, as an affordable housing unit.

Policy HE 14 (*Require Development Densities Consistent with General Plan*) requires development densities that are consistent with the General Plan. The proposed zoning and General Plan modifications will increase the number of housing units allowed in order to accommodate the proposed six (6) unit project, which is compatible with the type and level of other multi-family development in the Sequoia Tract area.

2. Conformance with the Zoning Regulations

The project parcels are presently zoned R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum). The proposed change to R-3/S-3 (Multiple-family Residential/5,000 sq. ft. lot minimum) allows for multiple family dwellings such as the proposed townhouses. The S-3 Combining District requirements are listed below:

	S-3 Development Standards	Proposed
Building Site Area	5,000 sq. ft.	13,225 sq. ft. (existing)
Maximum Building Site Coverage	(50%) 9475.5 sq. ft.	(22.9%) 2,849 sq. ft.
Minimum Front Setback	20 ft.	20 ft.
Minimum Rear Setback	20 ft.	20 ft.
Minimum Right Side Setback	5 ft.	5 ft.
Minimum Left Side Setback	10 ft. (due to being a corner lot)	10 ft.
Maximum Building Height	36 ft.	31 ft. 1 in.
Minimum Parking Spaces	12	12

3. Findings for Rezoning and General Plan Map Amendment

In order to change the General Plan land use designation and the zoning for the subject property, the Board of Supervisors is required to make specific findings.

The Planning Commission provided a recommendation of project approval, based on project compliance with the required findings, to the Board of Supervisors based on its review of the project. The required findings are:

a. That the proposed rezoning of the subject parcel meets the public necessity, convenience, and the general welfare of the community.

The project parcels are located in a highly urbanized location within the Sequoia Tract area of San Mateo County. The combined parcels are relatively larger in size compared to surrounding residential parcels with the same existing single-family residential zoning designation, and abuts both commercial and multiple-family developed and zoned parcels that provide an appropriate transition to the single-family residentially zoned area further away from Woodside Road.

The proposed rezoning would be compatible with the type and density of development in the area and will allow better utilization of the larger parcel for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road and the lower density single-family residential area within the Sequoia Tract neighborhood. The rezoning provides the opportunity for the development of much needed multiple-family housing in an area that already has this use present, as well as adequate infrastructure. Staff prepared an Initial Study for the proposed amendment, pursuant to the California Environmental Quality Act (Attachment J), which concludes that, as proposed and mitigated, the project would not result in any adverse environmental impacts.

b. That the General Plan Land Use Map Amendment is compatible with adjacent land uses and will not be in conflict with the policies of the General Plan.

As previously discussed, the project parcels are located directly adjacent to Woodside Road, at the edge of the single-family residentially zoned boundary of the Sequoia Tract neighborhood. The property abuts commercial development fronting Woodside Road and multi-family and single-family development. The project site is comparably larger in size at 13,225 sq. ft. than the 5,000 sq. ft. - 10,000 sq. ft. adjoining single-family residentially zoned parcels. Re-designation of the subject property will allow better utilization of the parcel for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road and the lower density single-family residential area of the Sequoia Tract, while maintaining a consistent land use pattern in the area.

4. Compliance with Subdivision Regulations

a. Pursuant to Section 7010 of the County Subdivision Regulations, subdivisions require a Development Footprint Analysis (DFA) to evaluate any site development constraints and potential impacts to natural resources, sensitive habitats, and on-

site hazards. The Community Development Director may, on a case-by-case basis, determine that such the DFA is unnecessary. Due to the highly urbanized nature of the project location and surrounding areas and the lack of sensitive resources, it was determined that a DFA was not required for this project.

b. The proposed subdivision meets Subdivision Design Requirements per Section 7020 with noted exceptions of Section 7020(2)(c) (Dimensions) and Section 7020(2)(d) (Frontage). These sections require a minimum width of 50 feet and street frontage of 20 feet for each lot, respectively. Section 7095(3)(a)(3) (Exceptions to Parcel Design Requirements) explicitly recognizes the need for exceptions to parcel design requirements for townhouses.

Staff has found that the findings to approve the exceptions to parcel design requirements can be made as follows:

(1) That there are special circumstances or conditions affecting the property, or the exception is necessary for the preservation and enjoyment of substantial property rights of the owner/subdivider;

Due to the attached nature and relatively narrow design of traditional townhomes, the lot width and street frontage for such development is usually less than the required fifty (50) feet and twenty (20) feet, respectively, typically associated with detached single-family dwellings. While two of the proposed lots lack street frontage entirely, access is provided via a shared private driveway. This arrangement provides adequate ingress and egress to all of the proposed units.

(2) That the exception enhances or is appropriate for the proper design and/or function of the subdivision;

The proposed exceptions are appropriate to accommodate six (6) townhouses and necessary access via the shared driveway.

(3) That the exception facilitates or guarantees preservation of sensitive habitats or natural or scenic resources, will not negatively impact adequate infrastructure capacity, will not have any adverse cumulative impacts; or will avoid natural or man-made hazards; and

There are no sensitive habitats or natural or scenic resources at the site. While a western portion of Woodside Road (a State highway) from Alameda de las Pulgas to La Honda Road is a State Scenic Road, this section of Woodside Road is east of Alameda de las Pulgas. California Water Service-Bear Gulch and the Fair Oaks Sewer District have confirmed water and sewer capacity based on the proposed project.

(4) That the granting of the exception will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated.

Specifically, the relief from lot width and street frontage requirements will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated. The project has been preliminarily approved with conditions by the Department of Public Works and Menlo Park Fire Protection District with regards to access and fire safety. The additional units will improve public welfare by increasing the available housing stock in the County and by providing an affordable housing unit.

c. Findings for Approval of a Tentative Map or Tentative Parcel Map.

Staff has concluded that the findings required to approve the requested subdivision application can be made as follows:

(1) That the proposed map is consistent with applicable general and specific plans.

Staff has reviewed the tentative map and found it, as conditioned in Attachment A of this report, consistent with State and County land division regulations. The project is consistent with the County General Plan and Zoning Regulations as discussed in Section B.1 and B.2 of this report, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element. The proposed project, as mitigated through the mitigation measures included as conditions of approval in Attachment A, has been determined to have a less than significant impact through CEQA review.

(2) That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans.

Staff has reviewed the development and found it, as conditioned in Attachment A of this report, consistent with State and County land division regulations. The project is consistent with the County General Plan and Zoning Regulations as discussed in Section B.1 and B.2 of this report, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element. The proposed project, as mitigated through the mitigation measures included as Conditions of Approval in Attachment A, has been determined to have a less than significant impact through CEQA review.

(3) That the site is physically suitable for the type and proposed density of development.

This site is physically suited for the proposed density of six (6) townhouse units. The site is in a highly urbanized area and is relatively flat. In addition, there are no sensitive resources on site which require protection. The proposed density is within the range of the proposed General Plan designation. Water is provided by the California Water Service-Bear Gulch and sewer services by the Fair Oaks Sewer District.

(4) That the design of the subdivision or type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Given the mitigation measures and conditions of approval, is it not anticipated that the project will cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The site is located in a highly urbanized area and contains no sensitive environmental resources.

Ten (10) significant-sized trees will be removed as part of the proposed subdivision. The nine (9) significant-sized Coast Live Oak trees and one (1) significant sized Italian Stone Pine tree proposed for removal are within the footprint of the proposed development. Staff believes the removal of these trees will not substantially impact the environment. In addition, eighteen (18) new trees will be planted as part of the project's landscape plan. Per Condition 9, landscaping shall be California native and non-invasive and shall include a minimum of two (2) 15-gallon Oak trees.

(5) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision is not likely to cause serious public health problems as it is served by public water and sewer systems that have adequate capacity to serve this project. Review of the project by affected agencies yielded no objections. There are no hazardous or noxious uses proposed and, as mitigated and conditioned, no public health problems are likely to occur from construction and grading work.

(6) That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

There are no existing public access easements on the parcels, nor are any being proposed.

(7) That in this connection, the Advisory Agency may approve a map if it is found that alternate easements, for access or for use, are otherwise available within a reasonable distance from the subdivision, will be provided, and are substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the Advisory Agency to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

This finding is not applicable, as there are no existing easements.

(8) That the land is subject to a contract entered into

pursuant to the California Land Conservation Act of 1965 (“The Williamson Act”) and that the resulting parcels following a subdivision of that land would not be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (a) Less than ten (10) acres in size in the case of prime agricultural land, or (b) Less than forty (40) acres in size in the case of land which is not prime agricultural land. A subdivision of land subject to the Williamson Act, with parcels smaller than those specified above, may be approved only under the special circumstances prescribed in Section 66474.4(b) of the Map Act.

The project site is not subject to a Williamson Act contract and is not designated by the General Plan as open space so the finding regarding such are not applicable to the proposed subdivision.

(9) That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code.

The Fair Oaks Sewer Maintenance District (operated by the San Mateo County Department of Public Works) has reviewed the application and found the project, as conditioned, to comply with applicable requirements.

(10) That, for a subdivision on land located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177 of the California Government Code, all of the following are supported by substantial evidence in the record:

(a) The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code;

(b) Structural fire protection and suppression services will be available for the subdivision through a county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity; or the Department of Forestry and Fire Protection by contract entered into Pursuant to Sections 4133, 4142, or 4144 of these Public Resources Code; and

(c) To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code as interpreted and applied by the County Fire Marshal, and any applicable County ordinance.

The project parcels are not located in a state responsibility area or a very high fire hazard severity zone. The project was reviewed by the Menlo Park Fire Protection District and received preliminary approval with conditions. The conditions provided in Attachment A will ensure that the project complies with all applicable fire regulations.

5. Compliance with In-Lieu Fees

Subdivision Ordinance Chapter 4, Article 6 (Park and Recreation Facilities) requires that, as a condition of approval of the tentative map or tentative parcel map, the subdivider will be required to dedicate land or pay a fee in lieu of dedication for the purpose of acquiring, developing or rehabilitating County park and recreation facilities and/or assisting other providers of park and recreation facilities in acquiring, developing or rehabilitating facilities that will serve the proposed subdivision. Section 7055.3 further defines the formula for calculating the in-lieu fee for subdivisions of fifty lots or less. The anticipated fee for this subdivision is \$118,933.80 for in-lieu park fees. A worksheet showing the computation methodology is included in Attachment K. However, the final fee shall be based upon the assessed value of the project parcel at the time of recordation of the parcel map.

6. Compliance with County Grading Regulations

The proposed project requires approximately 280 cubic yards of grading work (220 cubic yards (c.y.) cut and 60 c.y. fill) to accommodate the proposed structures and shared driveway. This will include work within previously disturbed and new areas.

Planning and Geotechnical staff have reviewed the proposal and submitted documents and determined that the project conforms to the criteria for review contained in the Regulations for Excavating, Grading, Filling and Clearing on Lands in Unincorporated San Mateo County (referred to in this report as “Grading Regulations”). The findings and supporting evidence are outlined below:

a. **That the granting of the permit will not have a significant adverse effect on the environment.**

The project will have a less-than-significant impact on the environment with the implementation of the mitigation measures contained in the Mitigated Negative Declaration for identified categories in which the project may have a potential significant impact.

b. **That the project conforms to the criteria of the San Mateo County Grading Ordinance.**

The project, as conditioned, conforms to the criteria for review contained in the Grading Regulations, including an erosion and sediment control plan, dust control measures, and required replacement of removed vegetation.

c. **That the project is consistent with the General Plan.**

As outlined earlier in Section B.1 of this report, the project conforms to the General Plan.

C. ENVIRONMENTAL REVIEW

An Initial Study and Mitigated Negative Declaration were prepared and circulated for this proposal. The public comment period commenced on August 11, 2021 and ended on September 10, 2021. No comments were received within this comment period.

D. REVIEWING AGENCIES

County of San Mateo Department of Public Works
Menlo Park Fire Protection District
California Department of Transportation, District 4
California Water Service - Bear Gulch District
Fair Oaks Sewer Maintenance District
City of Redwood City
San Mateo Local Agency Formation Commission

County Counsel has reviewed and approved the materials as to form and content.

FISCAL IMPACT:

Nominal cost to the Planning and Building Department associated with project monitoring.

ATTACHMENTS:

- A. Recommended Actions, Findings and Conditions of Approval
- B. Proposed Resolution for the Initial Study and Mitigated Negative Declaration
- C. Proposed Resolution for the General Plan Land Use Map Amendment
- D. Proposed Ordinance for the Zoning Map Amendment
- E. Vicinity Map
- F. Zoning Map
- G. General Plan Land Use Map
- H. Project Planset
- I. Public Workshop Summary Letter, dated July 11, 2019
- J. Initial Study/Mitigated Negative Declaration, released August 11, 2021 (Attachments available at
<https://planning.smcgov.org/ceqa-document/re-zone-general-plan-amendment-and-major->
)
- K. In Lieu Park Fee Worksheet
- L. Letter of Decision, dated December 22, 2021, and Planning Commission Staff Report, dated December 8, 2021 Meeting (Attachments available at:
<https://planning.smcgov.org/events/planning-commission-hearing-21>>)

-09Board Meeting Date: April 5, 2022
Special Notice / Hearing: 500 Feet
Vote Required: Majority

To: Honorable Board of Supervisors

From: Steve Monowitz, Community Development Director

Subject: EXECUTIVE SUMMARY: Consideration of an Initial Study and Mitigated Negative Declaration, a General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to construct a six (6) unit, 18,550 sq. ft. townhouse development consisting of two (2) three-story buildings and twelve (12) parking spaces, on two existing parcels (combined 13,225 sq. ft.) at 1301 and 1311 Woodside Road, located in the Sequoia Tract area of the unincorporated San Mateo County. The project requires a General Plan Land Use Map amendment from Medium Density Residential to High Density Residential and Zoning Map amendment from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3). The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.

County File Number: PLN 2019-00252 (Dinar)

RECOMMENDATION:

That the Board of Supervisors:

- (1) adopt a resolution adopting the Mitigated Negative Declaration for the General Plan amendment, zoning map amendment, major subdivision, and grading permit for the development of six townhouses at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area;
- (2) adopt a resolution amending the San Mateo County General Plan Land Use Map to change the land use designation of Assessor Parcel Numbers 069-311-250 and 069-311-340 from “Medium Density Residential” to “High Density Residential”, at 1301 and 1311 Woodside Road in the unincorporated Sequoia tract area;
- (3) adopt an ordinance amending Chapter 2 of Division VI of the San Mateo County Ordinance Code (Zoning Annex) to revise the zoning maps, Appendix A, to change the zoning of Assessor Parcel Numbers 069-311-250 and 069-311-340 from R-1/S-74 to R-3/S-3, at 1301 AND 1311 Woodside Road in the unincorporated Sequoia tract area, previously introduced to the Planning Commission on December 8, 2021, and waive reading of the ordinance in its entirety; and
- (4) approve the Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A.

BACKGROUND:

Proposal: The subject parcels are currently zoned R-1/S-74 (One-Family Residential; S-74 Combining District; 5,000 sq. ft. minimum parcel size) and are proposed to be re-zoned to R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) to allow for higher density housing. The applicant proposes a General Plan Land Use Map amendment to change the parcels from Medium Density Residential, which allows 6.1 – 8.7 dwelling units/acre, to High Density Residential, which allows 17.5 – 87 dwelling units/acre. The applicant has proposed six (6) three-story townhouses (18,550 sq. ft. total). Residential units consist of five (5) four-bedroom units and one (1) two-bedroom unit; one of the six proposed units will be an affordable housing unit. Two covered parking spaces will be provided within attached garages for each unit. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences on the parcels are proposed to be demolished.

DISCUSSION:

The project site is located at 1301 and 1311 Woodside Road (Highway 84), at the edge of the Sequoia Tract neighborhood where surrounding single-family residential zoned parcels range in size from 5,000 sq. ft. to 10,000 sq. ft. compared to the larger 13,225 sq. ft. size of the project parcels. The applicant intends to demolish the two (2) existing single-family residences and construct a six (6) unit townhouse development, with one unit required to be affordable pursuant to the County’s Inclusionary Affordable Housing Ordinance. The development proposal has been reviewed for compliance with the

proposed R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) zoning, relevant regulations (Grading Regulations and Subdivision Regulations), and California Environmental Quality Act.

The proposed project is consistent with the applicable policies of the General Plan including Soil Resources, Visual Quality, Urban Land Use, Water Supply, Wastewater, Transportation, and the Housing Element, as the project parcel is adjacent to commercial and multi-family residential zoning districts and within walking distance to bus stops and commercial establishments along the nearby Woodside Road commercial and transit corridor where denser development is encouraged due to existing infrastructure and services. The proposed project will allow better utilization of the larger project site for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road, and the adjacent multi-family residential development and lower density single-family residential neighborhood, while maintaining a consistent land use pattern in the area and supporting housing development within the County. Twelve (12) covered off-street parking spaces are provided in compliance with the County's Zoning Regulations. The proposed rezoning from R-1/S-74 (One-family residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-family residential/5,000 sq. ft. lot minimum) allows for a project that is proportional in size and scale to the parcel, and consistent with existing multi-family development in the area regarding height, bulk, and setbacks.

An Initial Study/Mitigated Negative Declaration was prepared for the project that concludes the proposed project, as proposed and mitigated, will not have any significant environmental impacts.

County Counsel has reviewed and approved the materials as to form and content.

FISCAL IMPACT:

Nominal cost to the Planning and Building Department associated with project monitoring.

**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

RECOMMENDED ACTIONS AND FINDINGS AND CONDITIONS OF APPROVAL

Permit File Number: PLN 2019-00252

Board Meeting Date: April 5, 2022

Prepared By: Camille Leung, Project Planner For Adoption By: Board of Supervisors

RECOMMENDED ACTIONS

1. Adopt a resolution adopting the Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program.
2. Adopt a resolution amending the subject parcels' General Plan Land Use designation from Medium Density Residential to High Density Residential.
3. Adopt an ordinance amending the subject parcels' Zoning Map designation from R-1/S-74 (One-Family Residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-Family Residential/5,000 sq. ft. lot minimum); and
4. Approve the Major Subdivision and Grading Permit by adopting the findings and conditions of approval found in Attachment A of the staff report.

RECOMMENDED FINDINGS

Regarding the Major Subdivision, Find:

1. That there are special circumstances or conditions affecting the property, or the exception is necessary for the preservation and enjoyment of substantial property rights of the owner/subdivider. Due to the attached nature and relatively narrow design of traditional townhomes, the lot width and street frontage required for such development is usually less than the required fifty (50) feet and twenty (20) feet, respectively, typically associated with detached single-family dwellings. While two lots lack street frontage entirely, access is provided via a shared private driveway due to the configuration required to build six (6) units. This number of townhouses could not be achieved without the loss of street frontage for a small number of the lots.
2. That the exception enhances or is appropriate for the proper design and/or function of the subdivision. The proposed exceptions are appropriate to accommodate six (6) townhouse units and the necessary access via the shared driveway.

3. That the exception facilitates or guarantees preservation of sensitive habitats or natural or scenic resources, will not negatively impact adequate infrastructure capacity, will not have any adverse cumulative impacts; or will avoid natural or man-made hazards. There are no sensitive habitats or natural or scenic resources on site and water and sewer capacity have been confirmed.
4. That the granting of the exception will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated. Specifically, the relief from lot width and street frontage requirements will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated, addressed in the review of Department of Public Works and Menlo Park Fire Protection District. The additional units will improve public welfare by increasing the available housing stock in the County and by providing an affordable housing unit.
5. That the proposed map is consistent with applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
6. That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
7. That the site is physically suitable for the type and proposed density of development. The site is in a highly urbanized area and is relatively flat. In addition, there are no sensitive resources on site. The proposed density is within the range of the proposed General Plan designation. Water and sewer capacity has been confirmed.
8. That the design of the subdivision or type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. It is not anticipated that the project will cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The site is located in a highly urbanized area and contains no sensitive environmental resources.
9. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is not likely to cause serious public health problems as it is served by public water and sewer systems. There are no hazardous or noxious uses proposed and no public health problems are likely to occur from construction and grading work.

10. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. There are no existing public access easements on the parcels, nor are any being proposed.
11. That in this connection, the Advisory Agency may approve a map if it is found that alternate easements, for access or for use, are otherwise available within a reasonable distance from the subdivision, will be provided, and are substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the Advisory Agency to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. There are no existing easements.
12. That the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 ("The Williamson Act") and that the resulting parcels following a subdivision of that land would not be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (a) Less than ten (10) acres in size in the case of prime agricultural land, or (b) Less than forty (40) acres in size in the case of land which is not prime agricultural land. A subdivision of land subject to the Williamson Act, with parcels smaller than those specified above, may be approved only under the special circumstances prescribed in Section 66474.4(b) of the Map Act. The subject parcels are not subject to a Williamson Act contract and are not designated by the General Plan as open space.
13. That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code. The Fair Oaks Sewer Maintenance District (operated by the San Mateo County Department of Public Works) has reviewed the application and found no concerns with the connections to the public sewer system.
14. That, for a subdivision on land located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177 of the California Government Code, all of the following are supported by substantial evidence in the record:
 - a. The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code;

- b. Structural fire protection and suppression services will be available for the subdivision through a county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity; or the Department of Forestry and Fire Protection by contract entered into Pursuant to Sections 4133, 4142, or 4144 of these Public Resources Code; and
- c. To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code as interpreted and applied by the County Fire Marshal, and any applicable County ordinance.

The project parcels are not located in a state responsibility area or a very high fire hazard severity zone. The project was reviewed by the Menlo Park Fire Protection District and received preliminary approval with conditions.

Regarding the Grading Permit, Find:

- 15. That the granting of the permit will not have a significant adverse effect on the environment. The project has been reviewed by the Planning Section, who prepared an Initial Study/Mitigated Negative Declaration and found that the project can be completed without significant harm to the environment as conditioned.
- 16. That this project, as conditioned, conforms to the criteria of the San Mateo County Grading Ordinance and is consistent with the General Plan. Planning staff and the Department of Public Works have reviewed the project and have determined its conformance to the criteria of Section 9296 and the San Mateo County General Plan.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

- 1. This approval only applies to the proposal, documents and plans described in this report and approved by the Board of Supervisors. Minor modifications to the project may be approved by the Community Development Director if they are consistent with the intent of, and in substantial conformance with this approval.
- 2. This subdivision approval is valid for two years, during which time a final map shall be recorded. An extension to the time period, pursuant to Section 7013.5 of the County Subdivision Regulations, may be issued by the Planning Department upon written request and payment of any applicable extension fees prior to the expiration date.

3. The property owner shall maintain the rental rate for the Affordable Housing Unit at an affordable level, such that the rates are affordable to Low-Income households, as defined by the San Mateo County Housing Department. Low-Income households include Extremely-Low Income, Very-Low Income, and Low Income households. By policy, the County has, as a practice, excluded rental rates for moderate-income households in the definition of affordable rental rates, to achieve the intent of affordable (below market) rental rates. The Owner shall enter into an agreement with the County for the maintenance of the rental rate for the dwelling unit as affordable housing for the life of the project and record such agreement, prior to the final certificate of occupancy of the townhouse development.
4. Prior to recordation of the Final Map, the applicant shall pay to the San Mateo County Planning and Building Department in-lieu park fees as required by County Subdivision Regulations, Section 7055.3. The fees shall be based upon the assessed value of the project parcel at the time of recordation and calculated as shown on the attached worksheet.
5. Per Section 7028.4 of the County Subdivision Regulations, any new utilities shall be located underground from the nearest existing pole. No new poles are permitted to be installed.
6. Prior to recordation of the final map, the applicant shall submit to the Current Planning Section for review and approval the proposed common area Covenants, Conditions, and Restrictions (CC&Rs). Once approved, the CC&Rs shall be recorded with the final map and become binding upon all parcels created by this project. This document shall expressly address maintenance of common areas, landscaping, stormwater treatment/control devices and the private driveway and shared utilities therein.
7. The exterior colors and materials are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
8. At the building permit application stage, the project shall demonstrate compliance with the Water Efficient Landscape Ordinance (WELo) and provide the required information and forms.
9. Landscaping shall consist of California native, non-invasive drought tolerant species and shall include a minimum of two (2) 15-gallon Oak trees.
10. The applicant shall provide "finished floor elevation verification" to certify that the structures are actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.

- a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural grade or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.
11. The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including, but not limited to, the following:
- a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.
 - b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.

- c. Performing clearing and earth-moving activities only during dry weather.
 - d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 1 and April 30.
 - e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.
 - f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges, to storm drains and watercourses.
 - g. Use of sediment controls or filtration to remove sediment when dewatering the site and obtain all necessary permits.
 - h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
 - i. Limiting and timing applications of pesticides and fertilizers to prevent polluted runoff.
 - j. Limiting construction access routes and stabilization of designated access points.
 - k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.
 - l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
 - m. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
 - n. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
12. The applicant shall include an erosion and sediment control plan to comply with the County's Erosion Control Guidelines on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.

13. No site disturbance shall occur, including any tree/vegetation removal or grading, until a building permit has been issued.
14. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Woodside Road and Rutherford Avenue. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Woodside Road and Rutherford Avenue. There shall be no storage of construction vehicles in the public right-of-way.
15. The property owner(s) shall coordinate with the project planner to record the Notice of Determination and pay an environmental filing fee of \$2,548.00 (or current fee), as required under Fish and Game Code Section 711.4(d), plus a \$50.00 recording fee to the San Mateo County within four (4) working days of the final approval date of this project.
16. All landscaping shall be properly maintained and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides and pesticides which can contribute to runoff pollution.
17. **Mitigation Measure 1:** The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:
 - a. Water all active construction areas at least twice daily.
 - b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
 - c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.

- d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
 - e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.
18. **Mitigation Measure 2:** The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.
19. **Mitigation Measure 3:** The design of the proposed development (upon application submittal of the building permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.
20. **Mitigation Measure 4:** At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San

Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:

- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
- b. Minimize the area of bare soil exposed at one time (phased grading).
- c. Clear only areas essential for construction.
- d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
- e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
- f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.
- g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 feet, or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.
- h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.
- i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.
- j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.
- k. Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.

- l. No erosion or sediment control measures will be placed in vegetated areas.
 - m. Environmentally sensitive areas shall be delineated and protected to prevent construction impacts.
 - n. Control of fuels and other hazardous materials, spills, and litter during construction.
 - o. Preserve existing vegetation whenever feasible.
21. **Mitigation Measure 5:** To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval prior to occupancy.
 22. **Mitigation Measure 6:** Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.
 23. **Mitigation Measure 7:** In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.
 24. **Mitigation Measure 8:** Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Grading Permit

25. No grading shall be allowed during the winter season (October 1 to April 30) to avoid potential soil erosion, unless the applicant applies for an Exception to the Winter Grading Moratorium and the Community Development Director grants the exception. Exceptions will only be granted if the associated building permit is a week or less from being issued, dry weather is forecasted during scheduled grading operations, and the erosion control plan includes adequate winterization measures (amongst other determining factors). An applicant-completed and County-issued grading permit "hard card" is required prior to the start of any land disturbance/grading operations 23. No grading activities shall commence until the property owner has been issued a grading permit (issued as the "hard card" with

all necessary information filled out and signatures obtained) by the Current Planning Section.

26. Prior to any land disturbance and throughout the grading operation, the property owner shall implement the erosion control plan, as prepared and signed by the engineer of record and approved by the decision maker. Revisions to the approved erosion control plan shall be prepared and signed by the engineer and submitted to the Community Development Director for review and approval.
27. Prior to issuance of the grading permit "hard card," the property owner shall submit a schedule of all grading operations to the Current Planning Section, subject to review and approval by the Current Planning Section. The submitted schedule shall include a schedule for winterizing the site. If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule. All submitted schedules shall represent the work in detail and shall project the grading operations through to completion.
28. It shall be the responsibility of the engineer of record to regularly inspect the erosion control measures for the duration of all grading remediation activities, especially after major storm events, and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected, as determined by and implemented under the observation of the engineer of record.
29. For the final approval of the grading permit, the property owner shall ensure the performance of the following activities within 30 days of the completion of grading at the project site: (a) The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and the Grading Regulations, to the Department of Public Works and the Planning and Building Department's Geotechnical Engineer, and (b) The geotechnical consultant shall observe and approve all applicable work during construction and sign Section II of the Geotechnical Consultant Approval form, for submittal to the Planning and Building Department's Geotechnical Engineer and the Current Planning Section.

Building Inspection Section

30. The proposed project requires building permits that must be obtained prior to any demolition or construction activities.

Drainage Section

31. The following will be required at the time of building permit submittal:

- a. Drainage Report prepared and stamped by a Registered Civil Engineer demonstrating that the project complies with the County's current drainage policy restricting stormwater flows from development projects.
- b. Final Grading and Drainage Plan prepared and stamped by a Registered Civil Engineer showing any features required to retain additional stormwater resulting from the new impervious areas onsite, including any metering to the public storm drain system as appropriate (as determined in the Drainage Report).
- c. An updated C.3/C.6 Checklist (if changes to impervious areas have been made during the design phase).
- d. Project shall comply with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3. Please refer to the San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance Manual for assistance in implementing LID measures at the site.
- e. Prior to the final of the building permit for the project, the property owner shall coordinate with the Project Planner to enter into an Operation and Maintenance Agreement (O and M Agreement) with the County (executed by the Community Development Director) to ensure long-term maintenance and servicing by the property owner of stormwater site design and treatment control measures according the approved Maintenance Plan(s), for the life of the project. The O and M Agreement shall provide County access to the property for inspection and be recorded for the property.

Geotechnical Section

- 32. The geotechnical report will be peer reviewed at the time of building permit application.

Department of Public Works

- 33. The applicant shall have prepared, by a Registered Civil Engineer, a drainage analysis of the proposed subdivision and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property being subdivided shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post development flows and velocities shall not exceed those that existed in the predeveloped state. Recommended measures shall be designed and included in the street improvement plans and submitted to the Department of Public Works for review and approval.

34. Prior to the issuance of the building permit, the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
35. Upon the Department of Public Works' approval of the improvement plans, the property owner(s) may be required to execute a Subdivision Improvement Agreement and post securities with the Department of Public Works, if determined by the Department of Public Works to be applicable, as follows:
 - a. Faithful Performance – 100 percent on the estimated cost of constructing the improvements.
 - b. Labor and Materials – 50 percent of the estimated cost of constructing the improvements.
 - c. Warranty – 50 percent of the estimated cost of guaranteeing the improvements.

The property owner(s) shall convey sureties to the County for on-site and off-site improvements, prior to the recordation of any subdivision map.

36. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
37. The applicant shall execute and record an agreement in a form approved by the County for maintenance of the approved access easement and shared stormwater facility. The applicant shall submit to the Department of Public Works, for review, documentation of ingress/egress and utility easements for the applicant's use and the use of others.
38. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.
39. Prior to completion of the building permit, all storm drains on-site shall be labeled "No Dumping - Drains to Bay."

40. The applicant shall apply for an apportionment of the existing Sequoia Tract Storm Drainage Assessment District assessment on the property to the parcels created by this subdivision.
41. The applicant shall submit written certification from the appropriate utilities to the Department of Public Works and the Planning and Building Department stating that they will provide utility (e.g., sewer, water, energy, communication, etc.) services to the proposed parcels of this subdivision.
42. A maintenance agreement for all the plantings and irrigation in right-of-way shall be required. Otherwise remove these items from the right-of-way.

Fair Oaks Sewer District

43. The Sewer District will allow the proposed connections providing that all associated fees are paid. The Sewer District may require payment of additional sewer connection fees and sewage treatment capacity fees.
44. The applicant shall submit building plans to the Sewer District for review when the building permit application is submitted. The plans shall indicate the location of the existing and proposed sewer laterals to the Sewer District main.
45. Sewer Inspection Permits (SIP) must be obtained to cap the existing sewer laterals prior to demolition of the existing buildings. Sewer Inspection Permits may be obtained from the Sewer District office at 555 County Center, 5th Floor, Redwood City.

California Water Service – Bear Gulch

46. Any improvements to the water system will be at the owner(s) expense including additional services or fire protection needs.
47. All storm and sewer lines must have separation from Water, 10-foot horizontal separation and 1-foot vertical separation below the Water main or service line.
48. Service lines which go through one property to another property must have legal easements granted with documentation submitted to Cal-Water before installation.

Menlo Park Fire Protection District

49. Fire apparatus roadways, including public and the private 20-foot-wide driveway used for vehicle access to onsite garages, shall be capable of supporting the imposed weight of a 75,000-pound (34,050 kg) fire apparatus and shall be provided with an all-weather driving surface. Only paved or concrete surfaces are considered to be all-weather driving surfaces. CFC 2016, Appendix D.

50. Private Roadways serving three or more residential occupancies shall be all-weather roads with a minimum width of 20 feet and a clear height of 13 feet 6 inches. Roadways shall be designed to accommodate the weight of the fire apparatus and the minimum turning radii of 36 feet for fire apparatus, make necessary curb cuts at the driveway entrance off Rutherford Avenue. A turn-around will not be required on this project. As specified by CFC Appendix D, Table D103.4.
51. NOTE ON FIELD PLAN: All curbing located within the complex that has not been assigned as onsite parking shall be designated as "No Parking Fire Lane". All fire lanes to comply with Menlo Park Fire Protection District (MFPD) standard for "Designation and Marking of Fire Lane"~ since there is only one point of access to the complex. Provide a complete no parking-fire lane striping plan with no parking signage in accordance with MPFD standard on subsequent submittal:
 - a. Required no parking signage installed at Rutherford Avenue main entrance.
52. NOTE ON FIELD PLAN: Fire apparatus roadways, including public or private streets or roads used for vehicle access shall be installed and in service prior to construction. Fire protection water serving all hydrants shall be provided as soon as combustible material arrives on the site:
 - a. PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON THE SITE, CONTACT THE MENLO PARK FIRE PROTECTION DISTRICT TO SCHEDULE AN INSPECTION OF ROADWAYS AND FIRE HYDRANTS. CFC 2016.
53. For buildings 30 feet (9144 mm) and over in height above natural grade, the required fire apparatus access roadway shall be a minimum of 26 feet (7925 mm) in width and shall be positioned parallel to at least one entire side of the building, and the fire lane shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building. CFC 2016, Appendix D105:
 - a. Fire District staging areas to be determined for Aerial Ladder Truck Minimum and Maximum climbing angles. If a climbing angle is less than 50 degrees, the roadway shall be adjusted to comply to the charging condition listed above. Note, Aerial Ladder requires minimum 4 feet setback on any side to allow for outriggers.
54. If applicable, Traffic Opticom Signal Preemption System required for all traffic intersections controlled with a traffic signal. An encroachment permit shall accompany these installations.

55. Applicant to provide fire flow information through a separate engineered fire flow modeling report with corresponding plan sheet showing how this is to be achieved. This document shall be submitted to Menlo Park Fire Protection District for review and approval prior to issuance of grading and building permits. CFC 2016, Sec. 507.5.1 Appendix B Section 105.2 and Table 105.1
56. A Public hydrant is required on Woodside Road at Rutherford Avenue. All hydrants to comply to the following:
 - a. All fire hydrants shall be wet barrel standard steamer type with 1-4 1/2-inch (114.3 mm) and 2-2 1/2-inch (63.5 mm) outlets. Menlo Park Fire Protection District CFC Sec. 507.5.1 Appendix C
57. Fire hydrants and fire appliances (fire department connections and post indicator valves) shall be clearly accessible and free from obstruction.
58. An approved Fire Sprinkler System shall be installed throughout structure. Residential units shall be designed to .15 gpm/1,500 sq. ft. of area plus hose stream allowance. In garage area, the automatic fire sprinkler system shall be designed to .20 gpm/ 2,000 sq. ft. of coverage area plus hose stream allowance. Fire sprinkler system to comply with NFP A 13 2016 edition and Menlo Park Fire Protection District Standards. A separate plan review fee will be collected upon review of these plans.
59. Means of egress components to include exit pathway throughout use, exit stairwells, exit enclosure providing access to exit doors, door hardware, exit signs, exit illumination and emergency lighting shall comply to CFC/CBC Chapter 10.
60. The single man door providing direct access to the Sprinkler Riser Assembly (for each building) shall require signage on the door accessing riser stating- "Riser Room" or agreed upon language.
61. Approved plans and approval letter must be on site at the time of inspection.
62. Final acceptance of this project is subject to field inspection.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION ADOPTING THE MITIGATED NEGATIVE DECLARATION FOR THE
GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, MAJOR
SUBDIVISION, AND GRADING PERMIT FOR THE DEVELOPMENT OF SIX
TOWNHOUSES AT 1301 AND 1311 WOODSIDE ROAD IN THE UNINCORPORATED
SEQUOIA TRACT AREA**

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

WHEREAS, on July 8, 2019, the applicant, Moshe Dinar, at 1301 and 1311 Woodside Road (APNs 069-311-250 and 069-311-340), in the unincorporated Sequoia Tract area of San Mateo County, submitted an application for a General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to rezone the subject parcel from “One-family Residential” (R-1) to “Multiple-family Residential” (R-3) and change the County General Plan Land Use designation from “Medium Density Residential” to “High Density Residential” to construct six townhouses; and

WHEREAS, approval of the applicant’s proposal is considered a “Project” as that term is defined under the California Environmental Quality Act (“CEQA”); and

WHEREAS, the County prepared an Initial Study and Mitigated Negative Declaration for this project, consistent with the requirements of the California Environmental Quality Act, and determined that the project would not have a significant effect on the environment because all potential impacts of the project could be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program (“MMRP”), where the mitigation measures of the Initial Study and Mitigated Negative Declaration have been included as conditions of approval in Attachment A of the staff report dated March 30, 2022, and the conditions of approval shall serve as the MMRP; and;

WHEREAS, the Initial Study and Negative Declaration was posted on August 11, 2021, and noticed and circulated for comment in accordance with the requirements of the California Environmental Quality Act; and

WHEREAS, the County Planning Commission conducted a duly noticed public hearing on December 8, 2021, and received public comment, and has recommended that the Board of Supervisors adopt the Mitigated Negative Declaration as complete, correct and adequate, and prepared in accordance with the California Environmental Quality Act and applicable State and County guidelines; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on [insert date], to consider the Mitigated Negative Declaration and the proposed amendments and to take public testimony; and

WHEREAS, the Board of Supervisors, in its independent judgement and analysis, has considered the Initial Study and Mitigated Negative Declaration, along with comments received, and finds on the basis of the whole record before it that there is no substantial evidence that the project will have a significant effect on the environment; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The Board of Supervisors adopts the attached Mitigated Negative Declaration as complete, correct and adequate, and prepared in accordance with the California Environmental Quality Act and applicable State and County guidelines; and
2. The Board of Supervisors adopts the conditions of approval in Attachment A of the staff report dated March 30, 2022 as the Mitigation Monitoring and Reporting Program;

BE IT FURTHER RESOLVED that the resolution shall become effective immediately upon its passage and adoption.

* * * * *

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AMENDING THE SAN MATEO COUNTY GENERAL PLAN LAND USE
MAP TO CHANGE THE LAND USE DESIGNATION OF ASSESSOR PARCEL
NUMBERS 069-311-250 and 069-311-340 FROM “MEDIUM DENSITY
RESIDENTIAL” TO “HIGH DENSITY RESIDENTIAL”, AT 1301 AND 1311
WOODSIDE ROAD IN THE UNINCORPORATED SEQUOIA TRACT AREA**

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

WHEREAS, on July 8, 2019, the applicant, Moshe Dinar, at 1301 and 1311 Woodside Road (APNs 069-311-250 and 069-311-340), in the unincorporated Sequoia Tract area of San Mateo County, submitted an application for a General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to rezone the subject parcel from “One-family Residential” (R-1) to “Multiple-family Residential” (R-3) and change the County General Plan Land Use designation from “Medium Density Residential” to “High Density Residential” to construct six townhouses; and

WHEREAS, the County has prepared a Mitigated Negative Declaration in accordance with the provisions of the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, which analyzes the potential impacts of the proposed rezoning and General Plan amendment; and

WHEREAS, on December 8, 2021, the County Planning Commission at its duly noticed public hearing considered the amendment described above and recommended approval of the amendment; and

WHEREAS, on [Type Here], the Board of Supervisors at its duly noticed public hearing considered the proposed amendment and finds that the General Plan Land Use Map Amendment is consistent with the applicable General Plan policies, and is compatible with adjacent land uses and will not be in conflict with the policies of the General Plan as the project parcels abut commercial, multi-family and single-family residential developments and re-designation of the parcel from Medium Density Residential to High Density Residential will allow better utilization of the property as a transitional buffer between the higher intensity commercial corridor along Woodside Road and the lower density single-family residential area of the Sequoia Tract, while maintaining a consistent land use pattern in the area and supporting Housing Element policies for the creation of new housing opportunities within the County; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the San Mateo County General Plan Land Use Map is revised to change the land use designation of two parcels located at 1301 and 1311 Woodside Road (APNs 069-311-250 and 069-311-340) in the unincorporated Sequoia Tract area of San Mateo County from “Medium Density Residential” to “High Density Residential”.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and adoption.

* * * * *

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

**AN ORDINANCE AMENDING CHAPTER 2 OF DIVISION VI OF THE SAN MATEO
COUNTY ORDINANCE CODE (ZONING ANNEX) TO REVISE THE ZONING MAPS,
APPENDIX A, TO CHANGE THE ZONING OF ASSESSOR PARCEL NUMBERS 069-
311-250 and 069-311-340 FROM R-1/S-74 TO R-3/S-3, AT 1301 AND 1311
WOODSIDE ROAD IN THE UNINCORPORATED SEQUOIA TRACT AREA**

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows

SECTION 1. Findings. The Board of Supervisors of the County of San Mateo
("County") hereby finds and declares as follows:

WHEREAS, on July 8, 2019, the applicant, Moshe Dinar, at 1301 and 1311
Woodside Road (APNs 069-311-250 and 069-311-340), in the unincorporated Sequoia
Tract area of San Mateo County, submitted an application for a General Plan
Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to
rezone the subject parcel from "One-family Residential" (R-1) to "Multiple-family
Residential" (R-3) and change the County General Plan Land Use designation from
"Medium Density Residential" to "High Density Residential" to construct six townhouses;
and

WHEREAS, the County has prepared a Mitigated Negative Declaration in
accordance with the provisions of the California Environmental Quality Act ("CEQA")
and the CEQA Guidelines, which analyzes the potential impacts of the proposed
rezoning and General Plan amendment; and

WHEREAS, on December 8, 2021, the County Planning Commission at its duly noticed public hearing considered the proposal described above and recommended approval of the zoning amendment; and

WHEREAS, on [Type Here], the Board of Supervisors at its duly noticed public hearing considered the proposed zoning amendment; and

WHEREAS, the Board finds that the proposed rezoning of the subject parcel meets the public necessity, convenience, and the general welfare of the community as the project site is comparably larger in size than surrounding parcels with the same zoning, and the rezoning will be compatible with the type and density of other multi-family residential development in the area and provides an opportunity for additional housing units in a highly urbanized area that already has the supporting infrastructure.

NOW, THEREFORE, the Board of Supervisors of the County of San Mateo, State of California, ordains as follows:

SECTION 2. Section 6115 of Chapter 2 of Part One of Division VI of the San Mateo County Ordinance Code (Zoning Maps), Appendix A, shall be amended to change the zoning designation of two parcels located at 1301 and 1311 Woodside Road (Assessor's Parcel Numbers 069-311-250 and 069-311-340) from R-1/S-74 to R-3/S-3.

SECTION 3. The Clerk shall publish this ordinance in accordance with applicable law.

SECTION 4. This Ordinance shall be effective thirty (30) days from the passage date thereof.

* * * * *



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT E



0.04 0 0.02 0.04 Miles

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

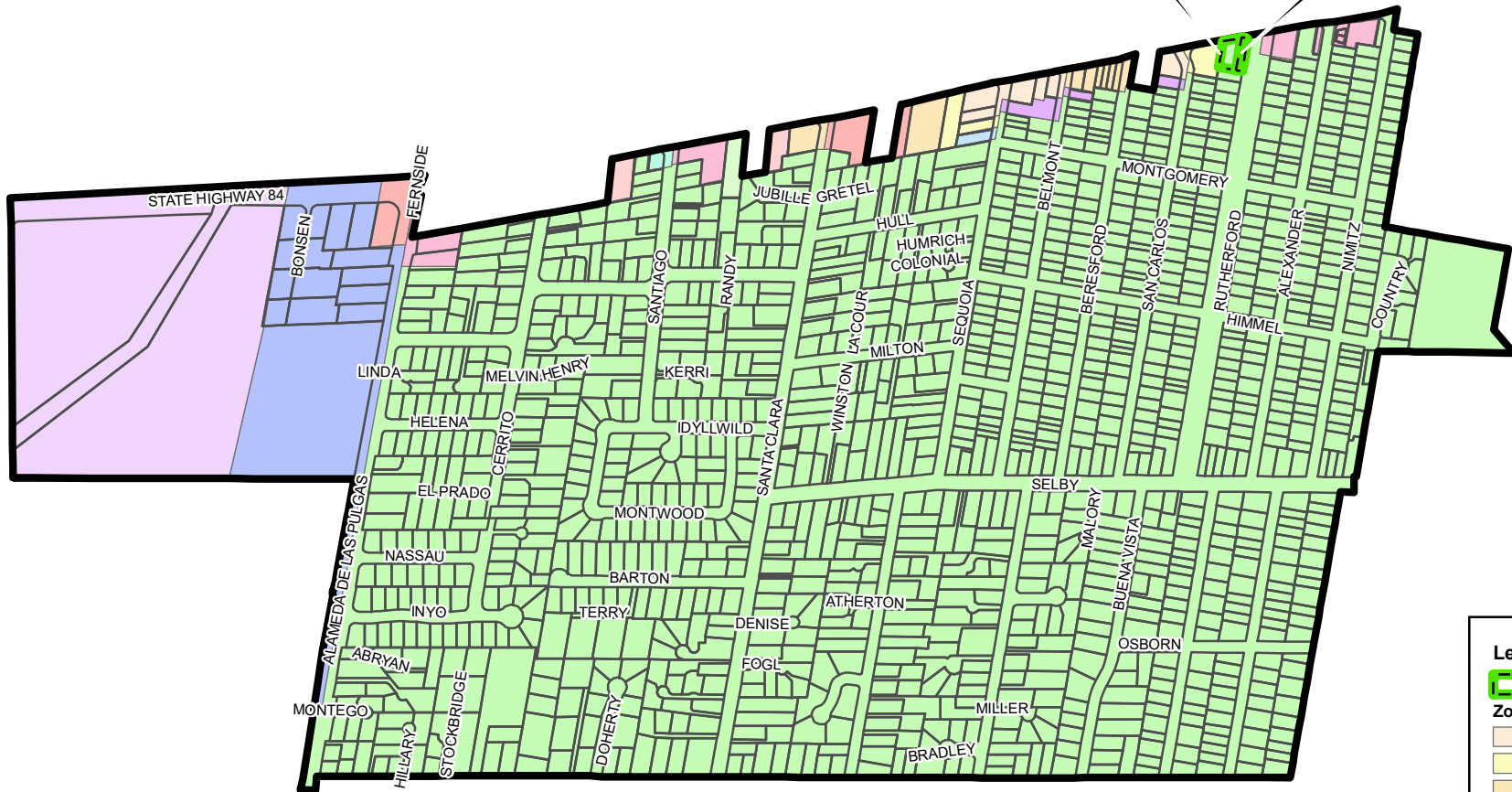


COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT


ATTACHMENT F

069-311-250














069-311-340

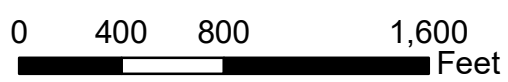
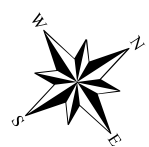


Legend

 Project Parcels

Zone

-  C-1/S-1
-  C-1/S-3
-  C-1/S-7
-  O
-  O/S-7
-  P
-  R-1/S-74
-  R-1/S-9
-  R-3/S-1
-  R-3/S-2
-  R-3/S-3
-  R-3/S-4
-  R-E/S-11



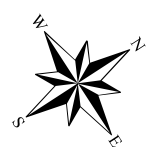
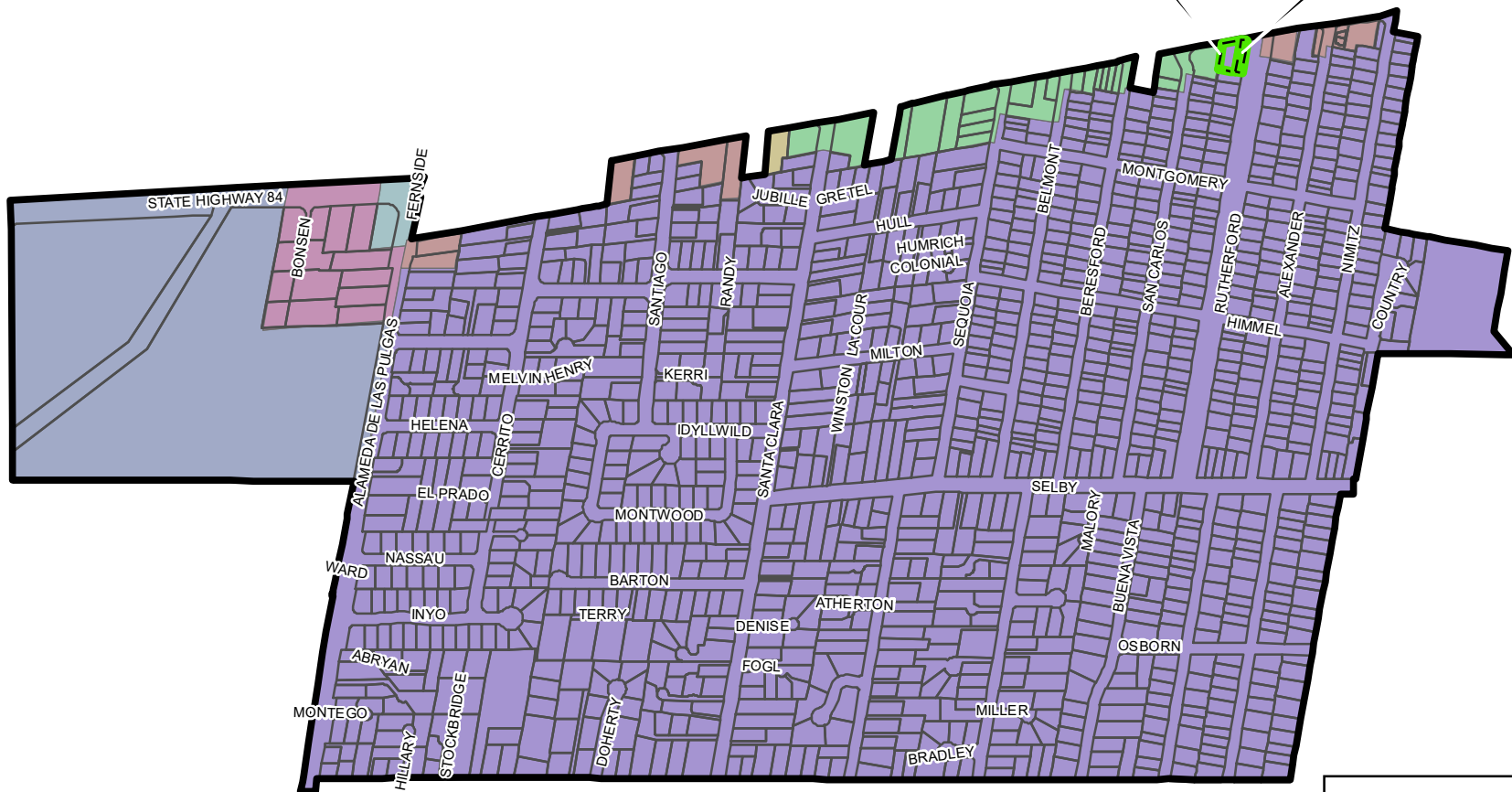


COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT G


069-311-250

069-311-340










0 400 800 1,600 Feet

Legend

 Project Parcels

General Plan Land Use Designation

-  High Density Residential
-  Institutional
-  Medium Density Residential
-  Medium High Density Residential
-  Medium Low Density Residential
-  Neighborhood Commercial
-  Office Commercial



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT H

1301-1311 WOODSIDE ROAD, REDWOOD CITY, CA
PROPOSED RESIDENTIAL DEVELOPEMENT

1301-1311
WOODSIDE RD
REDWOOD CITY, CA



DINAR
& ASSOCIATES

architecture • planning • interiors

P.O. BOX 70601
OAKLAND
CALIFORNIA 94612
TEL. 510.893.8300
FAX. 510.893.8305

NOT FOR CONSTRUCTION

FRONT VIEW FROM WOODSIDE ROAD

Planning Rev
DEC 28, 2020

G 0.0

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PROPOSED RESIDENTIAL DEVELOPEMENT

1301-1311
WOODSIDE RD
REDWOOD CITY, CA

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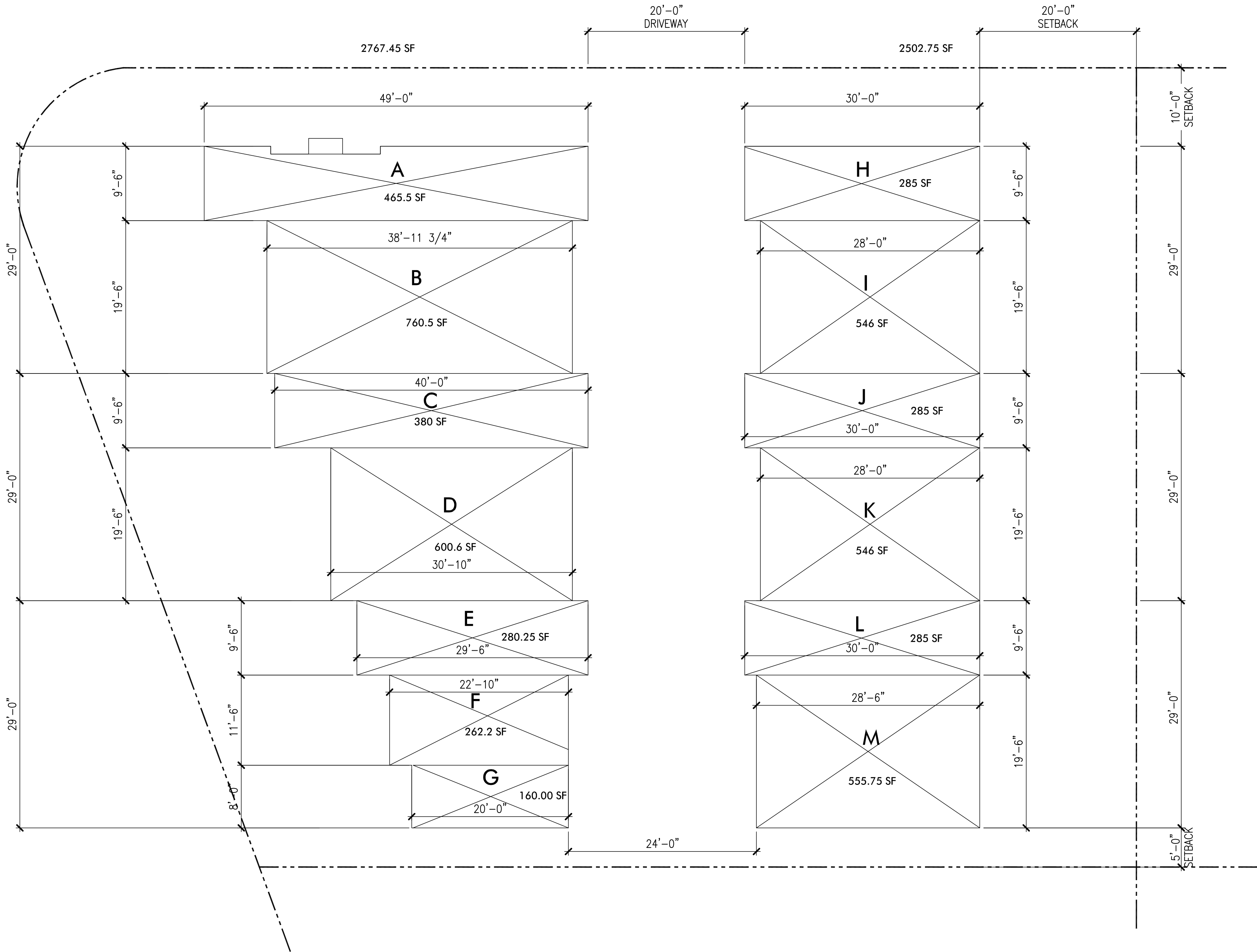
EXTERIOR VIEW FROM WOODSIDE ROAD

PROJECT INFORMATION	PROJECT DATA	SCOPE OF WORK	DRAWING INDEX
<div>PROPOSED ZONING: R-3/S-3</div> <div>BUILDING OCCUPANCY GROUPS: R-2</div> <div>TYPE OF CONSTRUCTION: TYPE V 1 HOUR</div> <div>APPLICABLE CODES: * 2019 CALIFORNIA BUILDING CODE * 2019 CALIFORNIA RESIDENTIAL CODE * 2019 CALIFORNIA MECHANICAL CODE * 2019 CALIFORNIA PLUMBING CODE * 2019 ELECTRICAL CODE * 2019 CALIFORNIA ENERGY CODE * 2019 CALIGREEN CODE</div>	LOT AREA13,225 SF	THE PROPOSED DEVELOPMENT CONSISTS OF <u>THREE</u> STORY, <u>SIX</u> UNITS RESIDENTIAL TOWN HOMES.	G0PROJECT INFORMATION, LOCATION MAP, DRAWING INDEX G0.2LOT COVERAGE DIAGRAM
	LOT COVERAGE (SEE G0.2)5,411.8 SF= 40.8%		A1.1PROPOSED SITE/FIRST FLOOR PLAN A1.2PROPOSED SECOND FLOOR PLAN A1.3PROPOSED THIRD FLOOR PLAN
	1ST FLOOR (EXCL GARAGE, PORCH)2,870 SF		A2.0PROPOSED ELEVATIONS A2.1PROPOSED ELEVATION & SCHEMATIC SECTION A2.2PROPOSED ELEVATIONS
	2ND FLOOR4,525 SF		S1SURVEY TMWESTING TENTATIVE MAP
	3RD FLOOR4,450 SF		C1CIVIL COVER SHEET
	TOTAL FLOOR AREA18,550 SF	<div>VICINITY MAP</div>	C2GRADING PLAN C3UTILITY PLAN C4STORM WATER MANAGEMENT PLAN C5EROSION CONTROL PLAN C6EROSION CONTROL DETAILS C7EROSION CONTROL DETAILS C8EROSION CONTROL DETAILS C9CONSTRUCTION BMPs
	TOTAL RESIDENTIAL FLOOR AREA11,850 SF		L1PRELIMINARY PLANTING PLAN L2LANDSCAPING SPECS & DETAILS
	F.A.R.0.89		L3HYDROZONE PLAN L4IRRIGATION PLAN L5IRRIGATION DETAILS L6IRRIGATION NOTES
	TOTAL NO. OF RESIDENCES6		

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Planning Rev

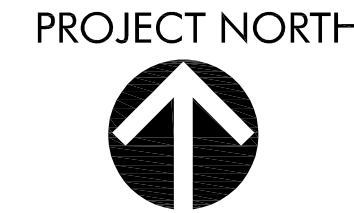
LOT COVERAGE TABLE	
LOT AREA	13,225 SF
A	465.5 SF
B	760.5 SF
C	380 SF
D	600.6 SF
E	280.25 SF
F	262.2 SF
G	160.0 SF
H	285 SF
I	546 SF
J	285 SF
K	546 SF
L	285 SF
M	555.75 SF
TOTAL LOT COVERAGE	5,411.80 SF 40.9%



LOT COVERAGE DIAGRAM

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

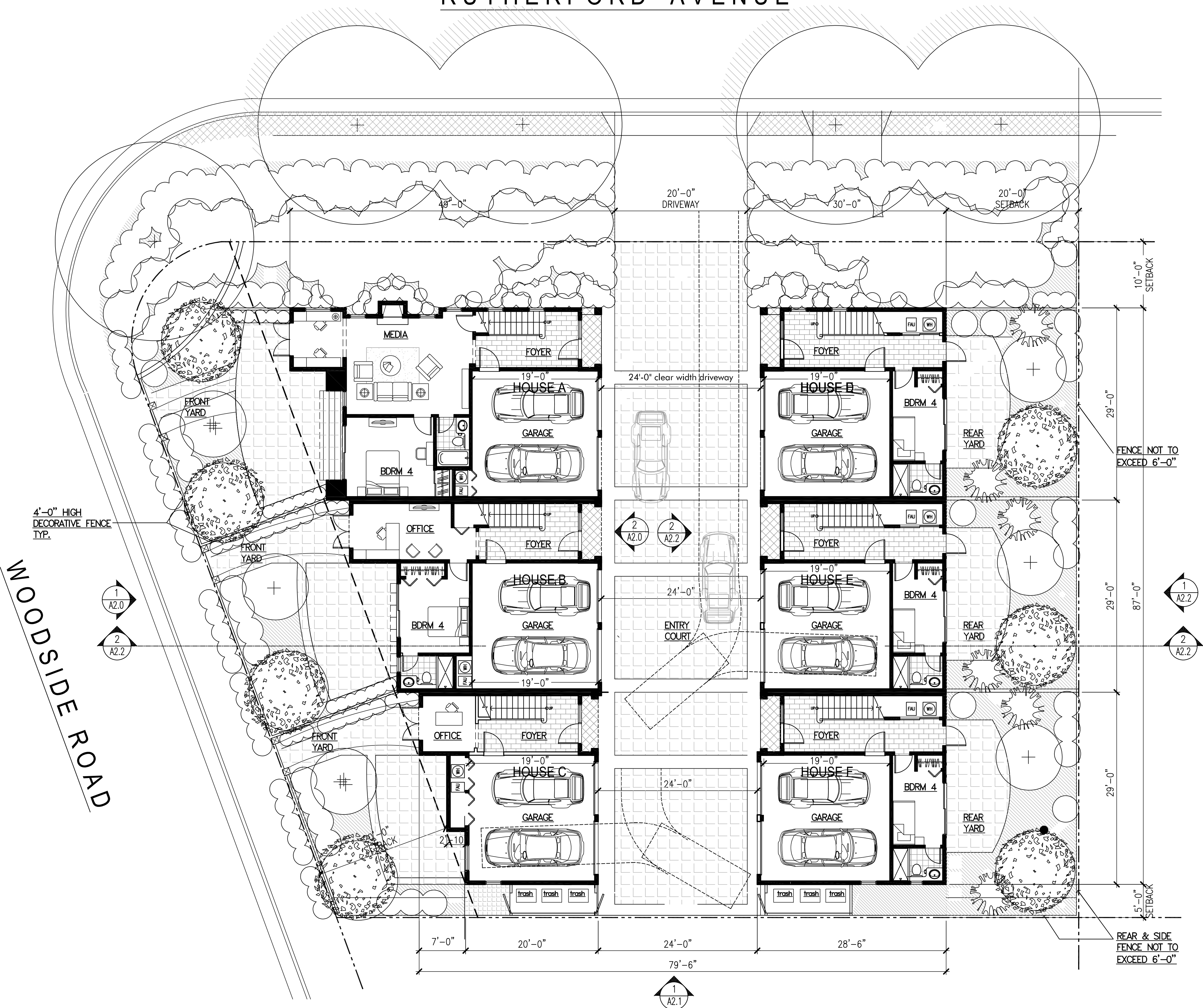


Planning Rev



RUTHERFORD AVENUE

NOTE: TRAFFIC STUDY CONFIRMS THERE IS AMPLE PARKING ON STREET FOR GUEST PARKING, THEREFORE NO GUEST PARKING NEEDED ON SITE



GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

WOODSIDE RD
REDWOOD CITY, CA

& ASSOCIATES

F A X.5 1 0.8 9 3.8 3 0 5

PROJECT NORTH


U

DEC 23, 2020

A 12

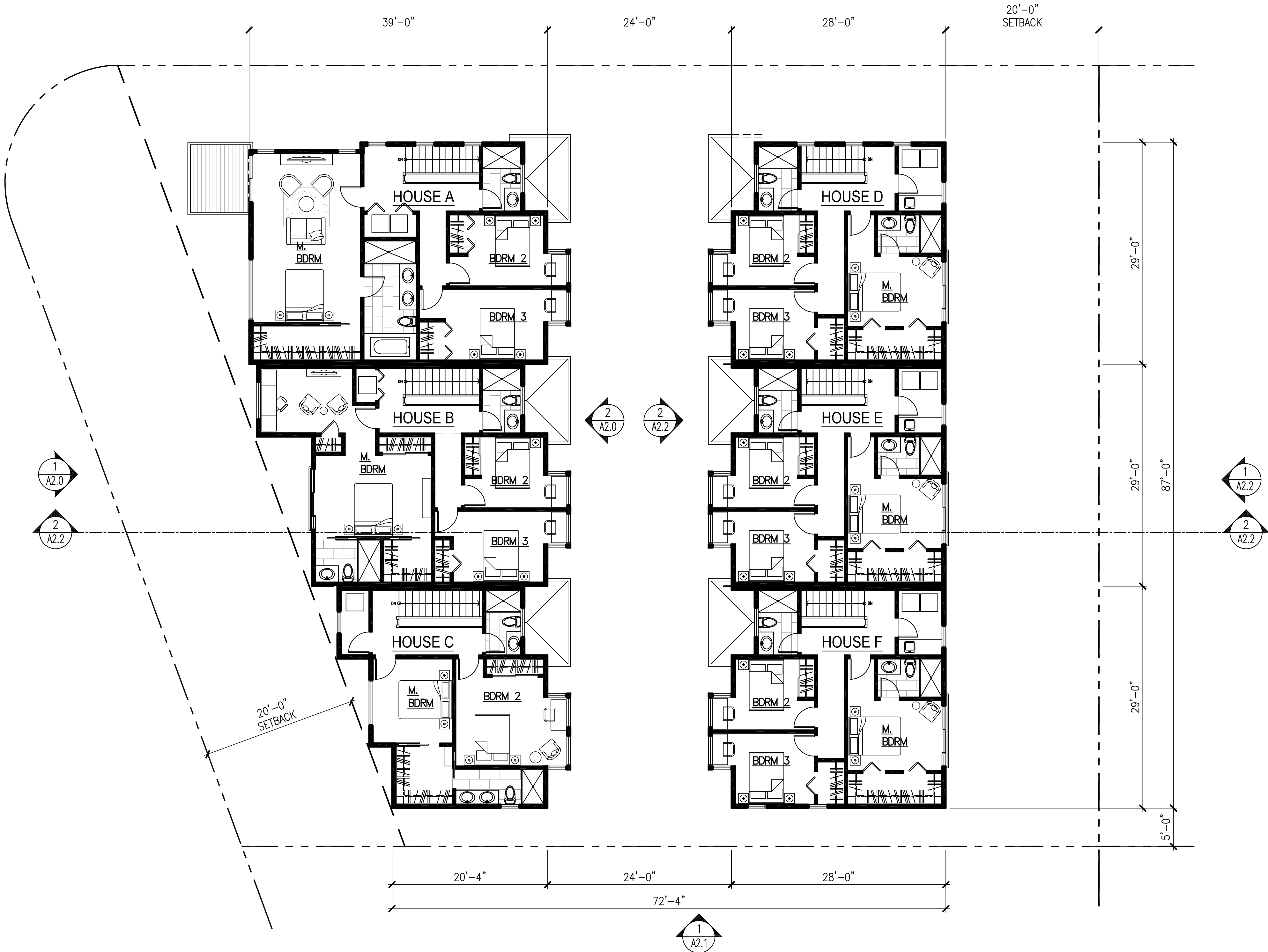
RUTHERFORD AVENUE

WOODSIDE ROAD

SECOND LEVEL PLAN

SCALE: 1/8" = 1'-0"

A 1.2



THIRD LEVEL PLAN

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

PROJECT NORTH



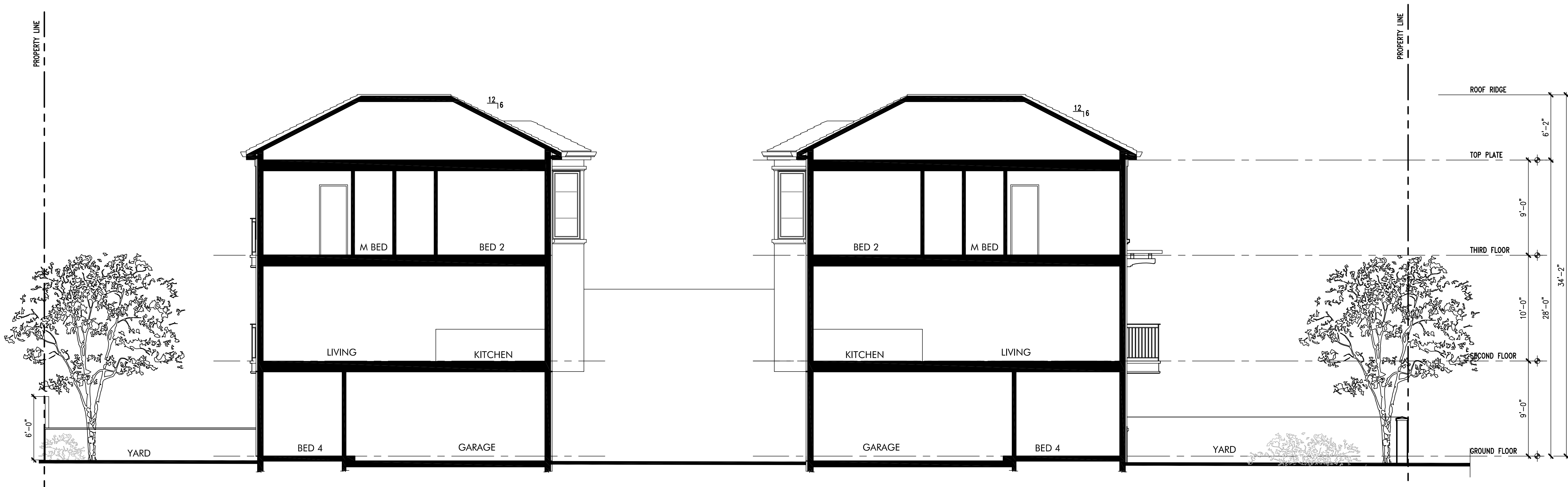
Planning Rev
DEC 29, 2020



EAST ELEVATION - COURTYARD



WEST ELEVATION - WOODSIDE ROAD



SCHEMATIC SECTION AA

SCALE: 3/16" = 1'-0"



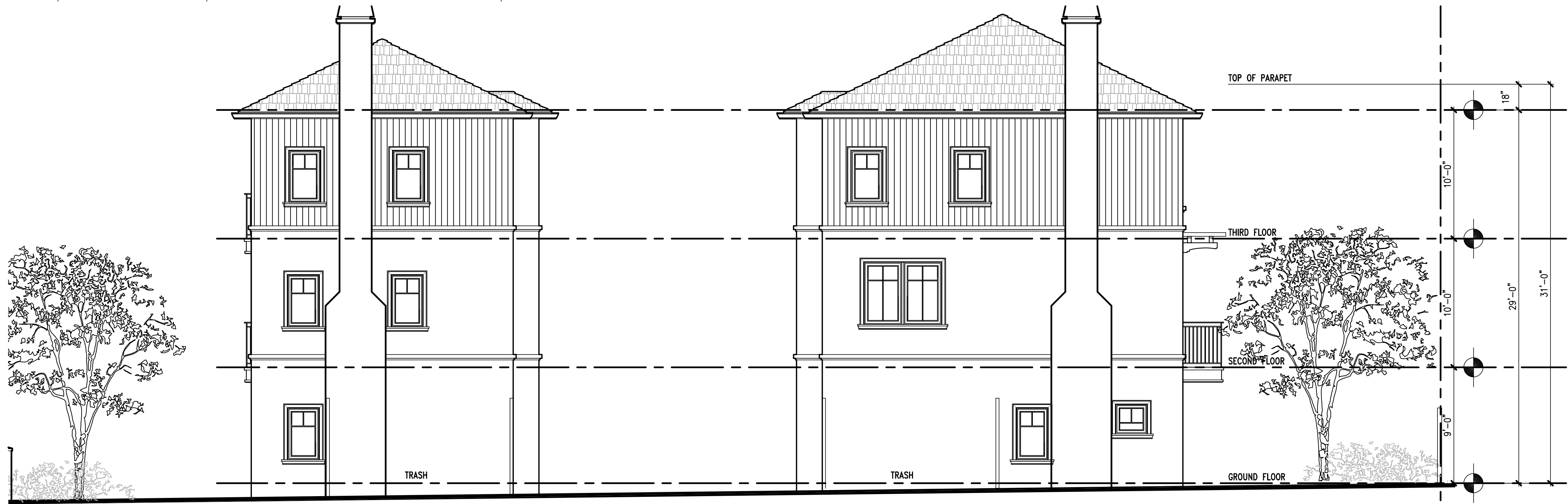
NORTH ELEVATION - RUTHERFORD AVENUE

EXTERIOR ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION - COURTYARD



SOUTH ELEVATION



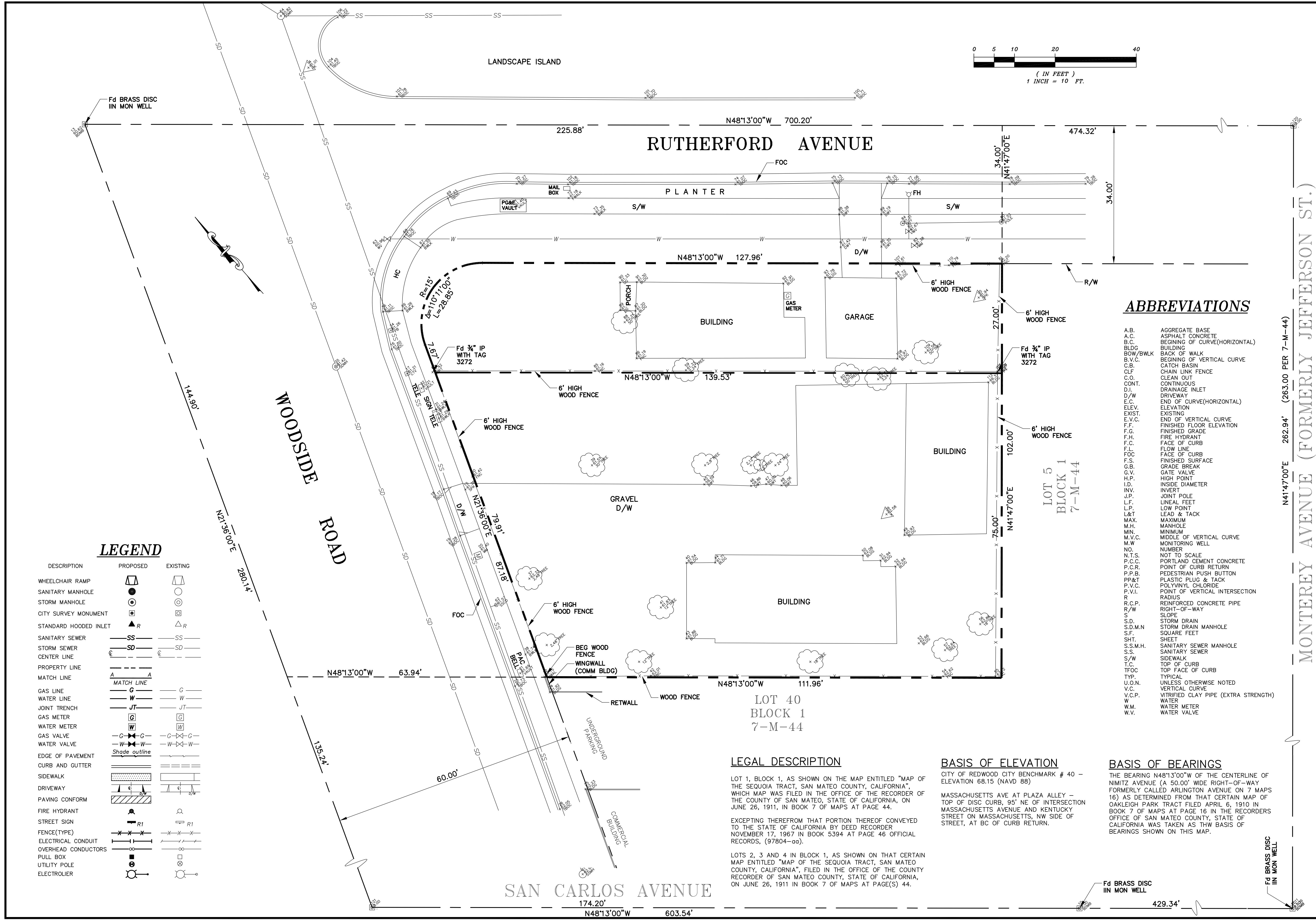
EAST ELEVATION

EXTERIOR ELEVATION

SCALE: 3/16" = 1'-0"

NOT FOR CONSTRUCTION

Planning Rev
DEC 29, 2020



ADVANCED DEVELOPMENT	
2933 BENJAMIN COURT SAN JOSE, CALIFORNIA 95124 (408) 376-0570 JACOB SAIDIAN - CIVIL ENGINEER	
TOPOGRAPHICAL & RECORD BOUNDARY	TOPOGRAPHICAL & RECORD BOUNDARY
SURVEY FOR APN: 069-311-340 & 069-311-250	SURVEY FOR APN: 069-311-340 & 069-311-250
1301 & 1311 WOODSIDE ROAD	1301 & 1311 WOODSIDE ROAD
SAN MATEO COUNTY CALIFORNIA	SAN MATEO COUNTY CALIFORNIA

Checked:	Drawn:	Designed:	Surveyed:	Scale:	Date:
JS	EA	JS	JS	1"=10'	5-30-15

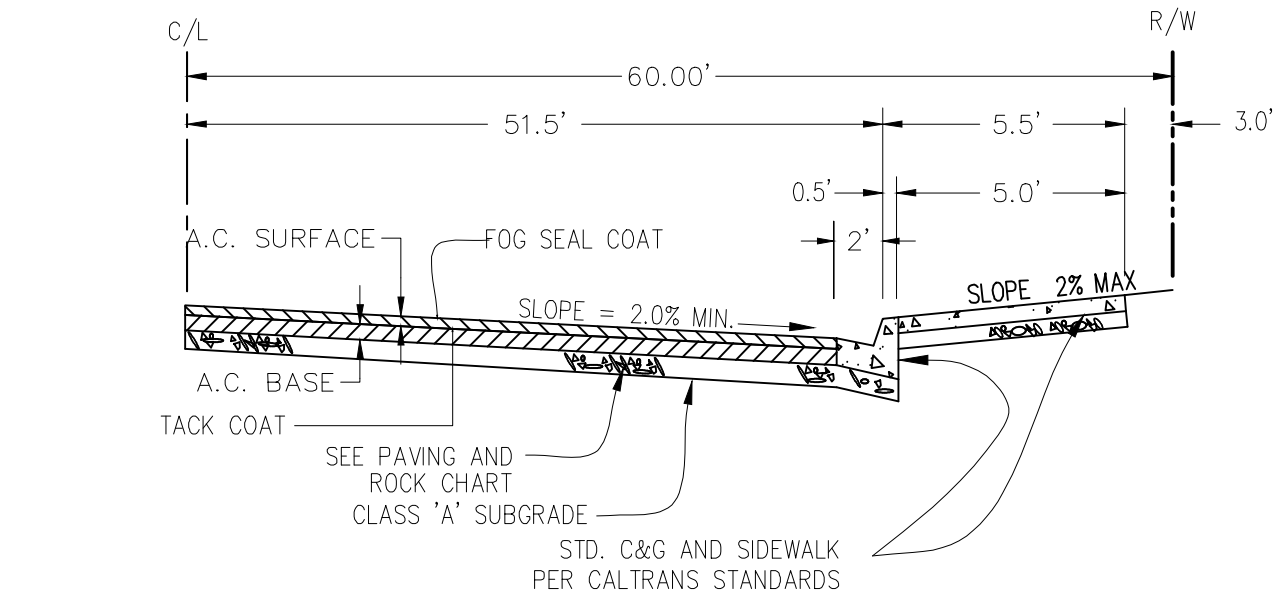
APPROVED BY:	THABIR SAIDIAN
Sheet No.	S1
Of	1
Job No.	318

ABBREVIATIONS			
DESCRIPTION		DESCRIPTION	
AB	AGGREGATE BASE	LND'G	LANDING
AC	ASPHALT CONCRETE	LP	LOW POINT
AD	AREA DRAIN	L/S	LANDSCAPE
BC	BACK OF CURB	MON	MONUMENT
BFL	BACKFLOW PREVENTOR	(N)	NEW
BW	BOTTOM OF WALL	OLR	OVER LAND RELEASE
C&G	CURB AND GUTTER	PB	PULL BOX
C/L	CENTERLINE	PGEV	PG&E VAULT
CLSW	CENTERLINE SWALE	P/L	PROPERTY LINE
CO	CLEANOUT	PP	POWER POLE
CP	CONTROL POINT	PPP	PLASTIC PERFORATED PIPE
DI	DROP INLET	PSE	PUBLIC SERVICE EASEMENT
D-S	DOWN-SPOUT	PVC	POLYVINYL CHLORIDE
DTL	DETAIL	R/W	RIGHT OF WAY
DWY	DRIVEWAY	RCP	REINFORCED CONCRETE PIPE
ELCT	ELECTRIC	SB	SETBACK
EP	EDGE OF PAVEMENT ELEVATION	SD	STORM DRAIN
EUC	EUCALYPTUS TREE	SDMH	STORM DRAIN MANHOLE
(E)EX	EXISTING	STD	STANDARD
FF	FINISH FLOOR	SS	SANITARY SEWER
FG	FINISH GRADE	SSMH	SANITARY SEWER MANHOLE
FL	FLOWLINE	SW	SIDEWALK
FNC	FENCE	TC	TOP OF CURB
FOC	FACE OF CURB	TF	TOP OF FOUNDATION
GB	GRADE BREAK	TC	TOP OF GRATE
GUY	GUY WIRE	TOS	TOP OF SLAB
HP	HIGH POINT	TP	TOP OF PAVEMENT
DIP	DUCTILE IRON PIPE	TW	TOP OF WALL
INV	INVERT	(TYP)	TYPICAL
JP	JOINT POLE	VCP	VITRIFIED CLAY PIPE
JB	JUNCTION BOX (UTILITY)	WL	WHITE LINE STRIPE
LIP	LIP OF GUTTER	WLK	WALKWAY
		WM	WATER METER
		WV	WATER VALVE

EASEMENT ABBREVIATIONS:

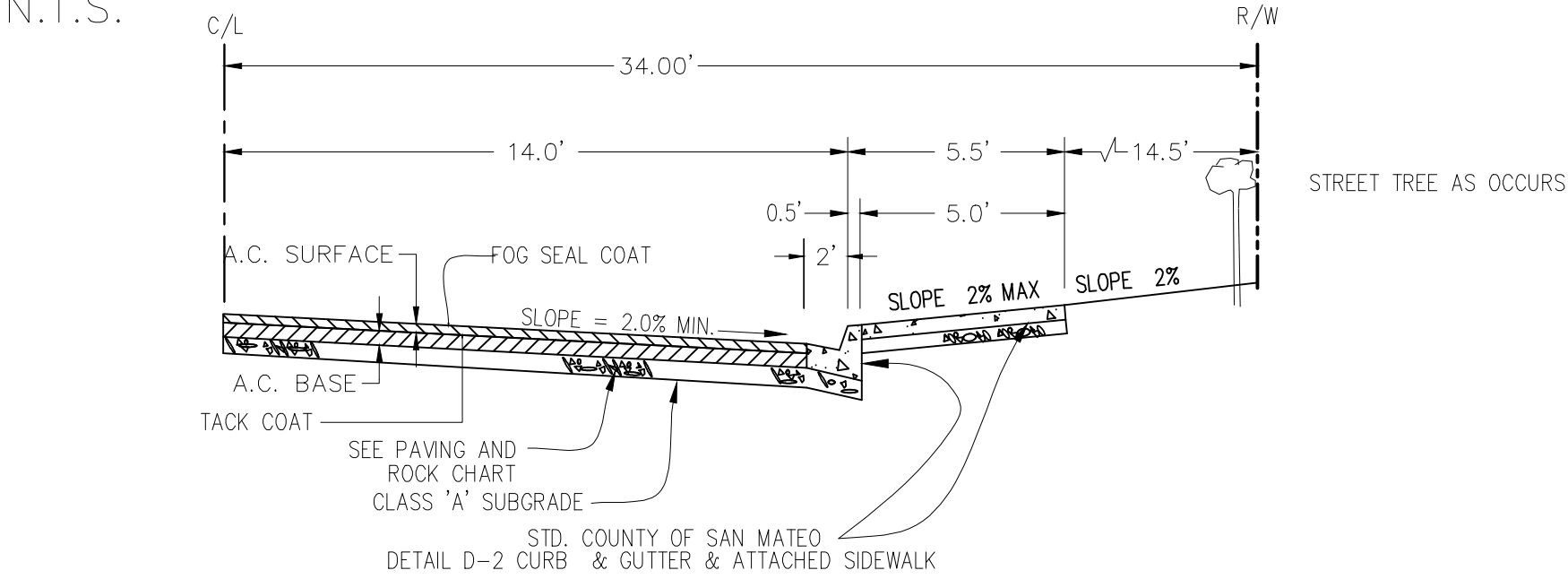
PUE	PUBLIC UTILITY EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PIEE	PRIVATE INGRESS EGRESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

PRELIMINARY GRADING AND DRAINAGE PLANS
SEVEN (7) LOT SUBDIVISION
SIX (6) TOWNHOUSE AND A COMMON LOT
1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250



TYPICAL WOODSIDE RD. HALF STREET SECTION

N.T.S.

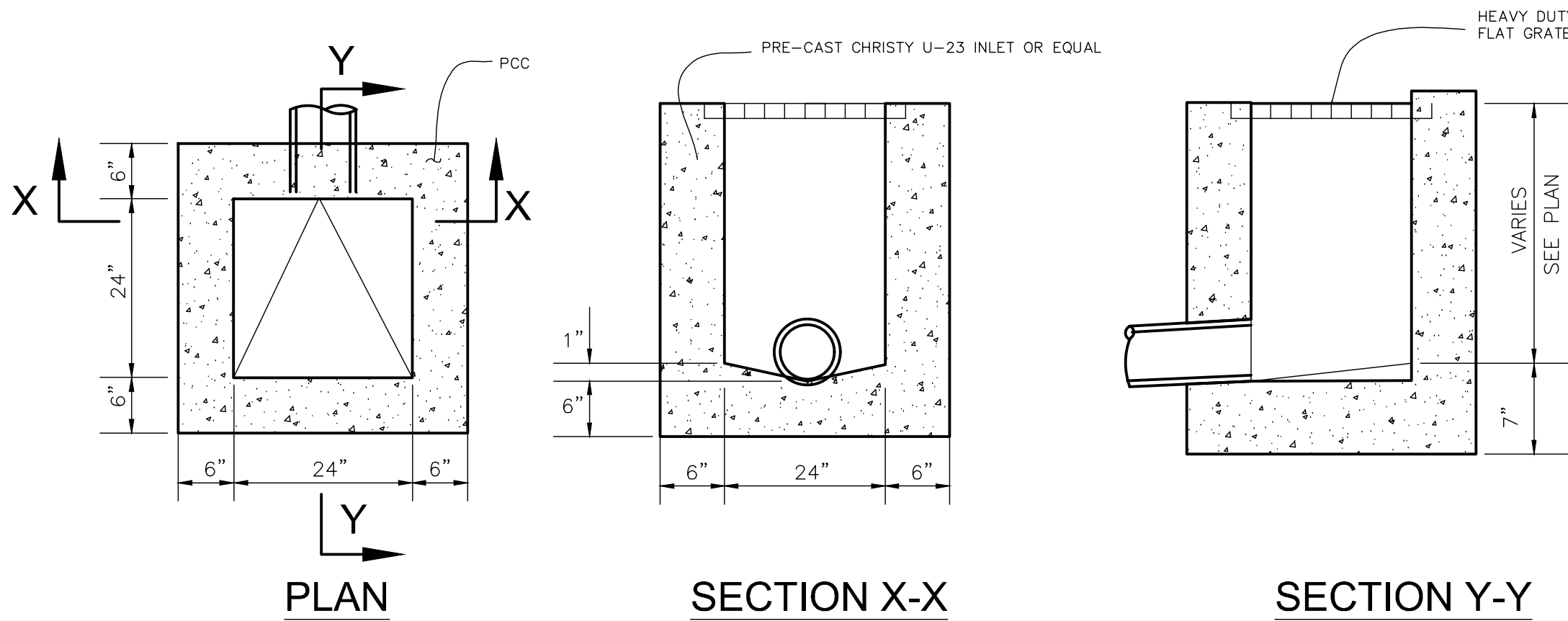


TYPICAL RUTHERFORD AVE. HALF STREET SECTION

N.T.S.

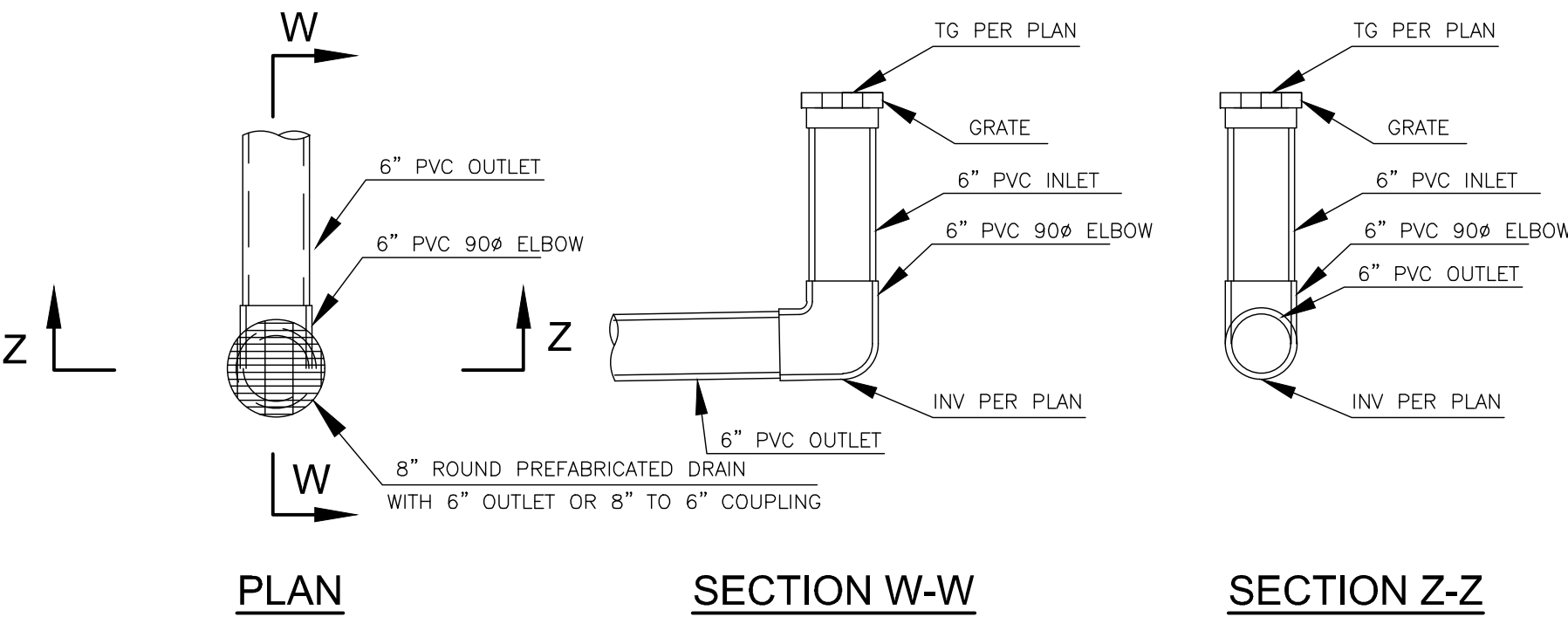
STORM DRAINS LABEL NOTE:

ALL INLETS AND AREA DRAINS SHALL BE LABELED IN STENCIL "NO DUMPING, FOLLOWS TO BAY", OR EQUAL, IN ACCORDANCE WITH COUNTY OF SAN MATEO SPECIFICATION.



STORM DRAIN INLET

NTS



STORM DRAIN AREA DRAIN

NTS



LOCATION MAP

N.T.S.

SHEET INDEX:

- C-1 COVER SHEET, NOTES
- C-2.1 PRELIMINARY GRADING AND DRAINAGE PLAN
- C-2.2 DETAILS, DRIVEWAY PROFILE
- C-2.3 STANDARD DETAILS
- C-3 PRELIMINARY UTILITY PLAN
- C-4 STORMWATER MANAGEMENT PLAN
- C-5 EROSION CONTROL PLAN
- C-6 EROSION CONTROL STANDARD DETAILS
- C-7 EROSION CONTROL STANDARD DETAILS
- C-8 EROSION CONTROL STANDARD DETAILS
- C-9 BEST MANAGEMENT PRACTICES

GEOTECHNICAL ENGINEER OF RECORD

THIS PLAN HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL REPORT

PREPARED BY _____ FILE NO. _____
DATE OF REPORT _____
BY G.E. # _____ DATE _____

BASIS OF ELEVATION

TOP OF THE RIM OF SANITARY SEWER MANHOLE AT INTERSECTION OF HILLSIDE DRIVE AND ALTA MESA ROAD. TBM ELEVATION: 113.85'

LEGAL DESCRIPTION

LOT 6 AND 7 IN BLOCK 11, AS DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "WOODSIDE GLENS MAP NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 19, 1929 IN BOOK 17 OF MAPS, PAGES 36 AND 37.

BASIS OF BEARING

NORTHEASTERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE N53°08'00"W AS SHOWN UPON CERTAIN SUBDIVISION MAP ENTITLED, "WOODSIDE GLENS MAP NO. 2", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA IN BOOK 17 IN MAPS PAGES 36 & 37 WAS TAKEN AS BASIS OF BEARING ON THIS MAP.

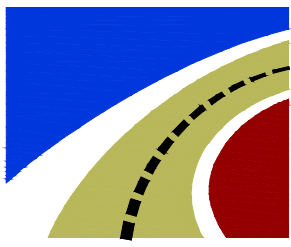
EARTHWORK TABLE

	FILL (CY)	CUT (CY)	IMPORT (CY)	EXPORT (CY)
BUILDING PADS	0	160		
DRIVEWAY	40	0		
SITE	20	60		
TOTAL	60	220	0	160

NOTE:

1. EARTHWORK QUANTITIES ON THIS TABLE ARE FOR INFORMATION ONLY. CONTRACTORS ARE TO PERFORM THEIR OWN QUANTITY TAKE OFFS.

SMP



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CIVIL ENGINEERS

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OWNER:

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PRELIMINARY GRADING AND DRAINAGE PLANS
SEVEN (7) LOT SUBDIVISION
SIX (6) TOWNHOUSE AND A COMMON LOT
1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250

COVER SHEET

Revisions:



Date:

12/3/2020

Scale:

NTS

Prepared by:

V.G.

Checked by:

S.R.

Job #:

219018

Sheet:

C-1

OF 11 SHEETS



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PRELIMINARY GRADING AND DRAINAGE PLANS
SEVEN (7) LOT SUBDIVISION
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1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250

Revisions:

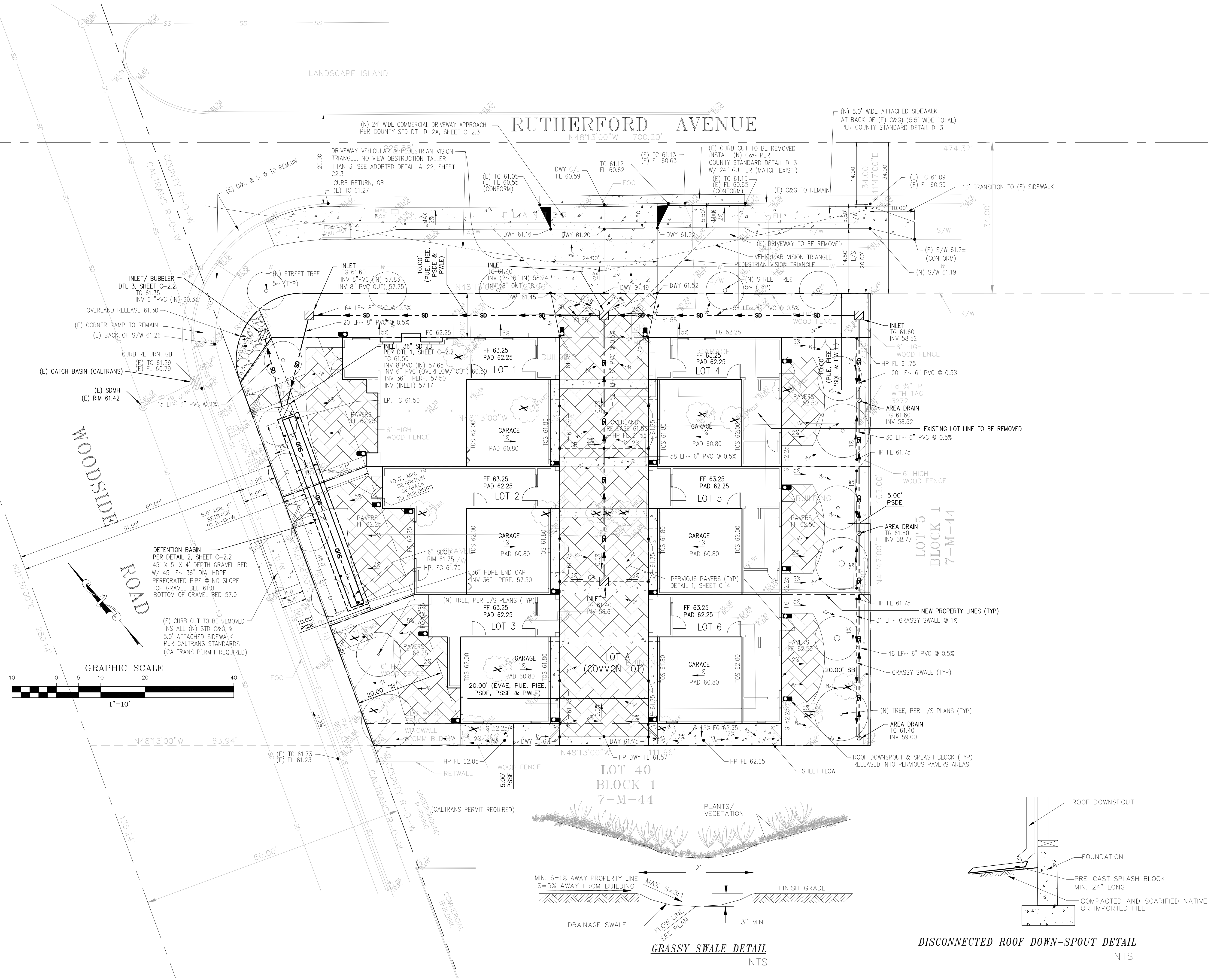


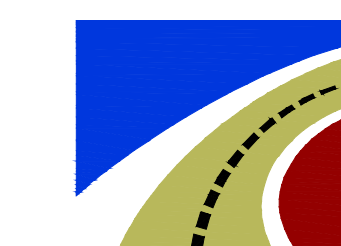
Date: 12/3/2020
Scale: 1" = 10'
Prepared by: V.G.
Checked by: S.R.
Job #: 219018

Sheet:

C-2.1

OF 11 SHEETS





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DETAILS, DRIVEWAY PROFILE

Revisions:



Sheet:

OF 11 SHEETS



DETAIL 2, STORM DRAIN DETENTION PIPE AND BASIN

ELEVATION VIEW	NTS
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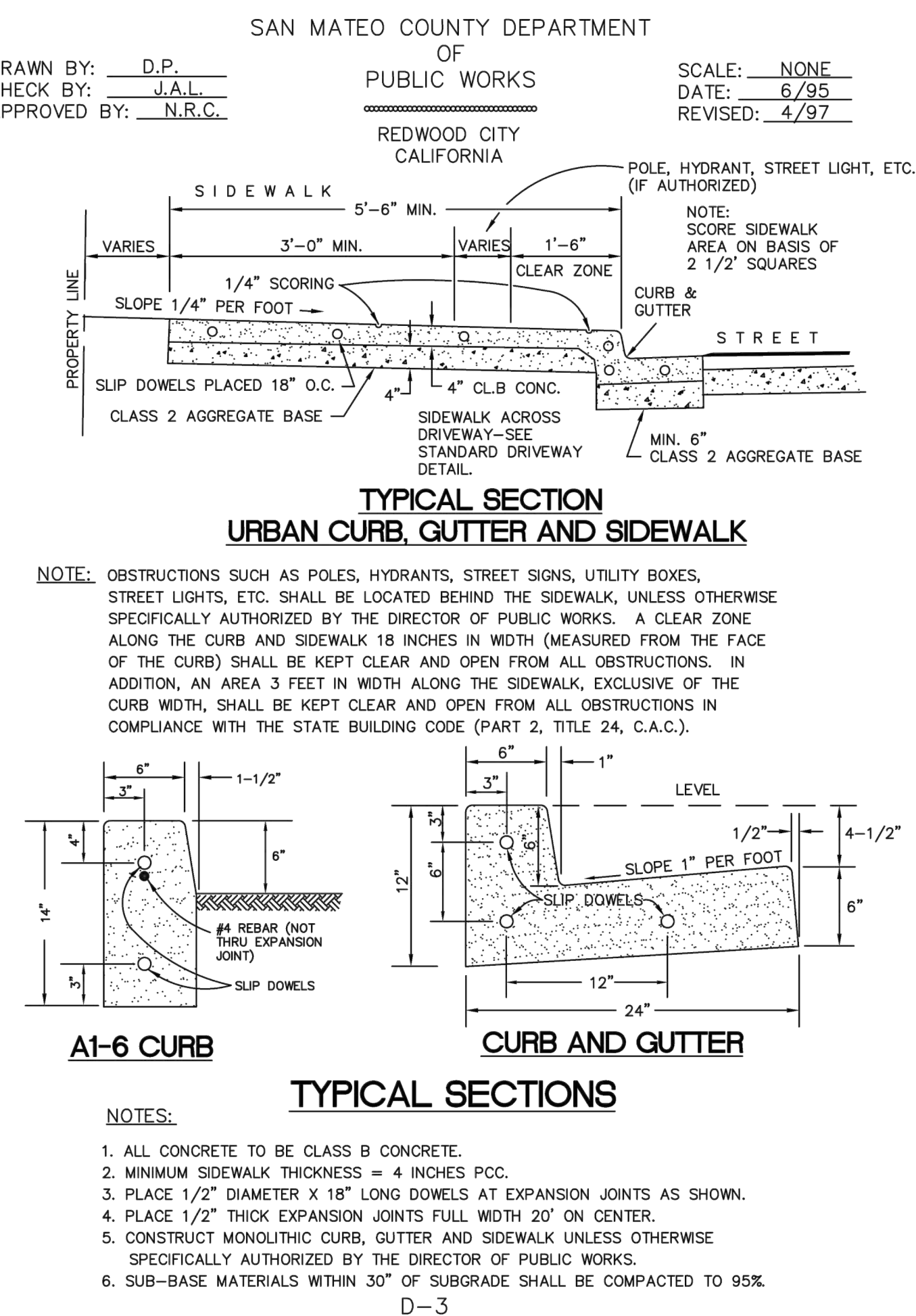
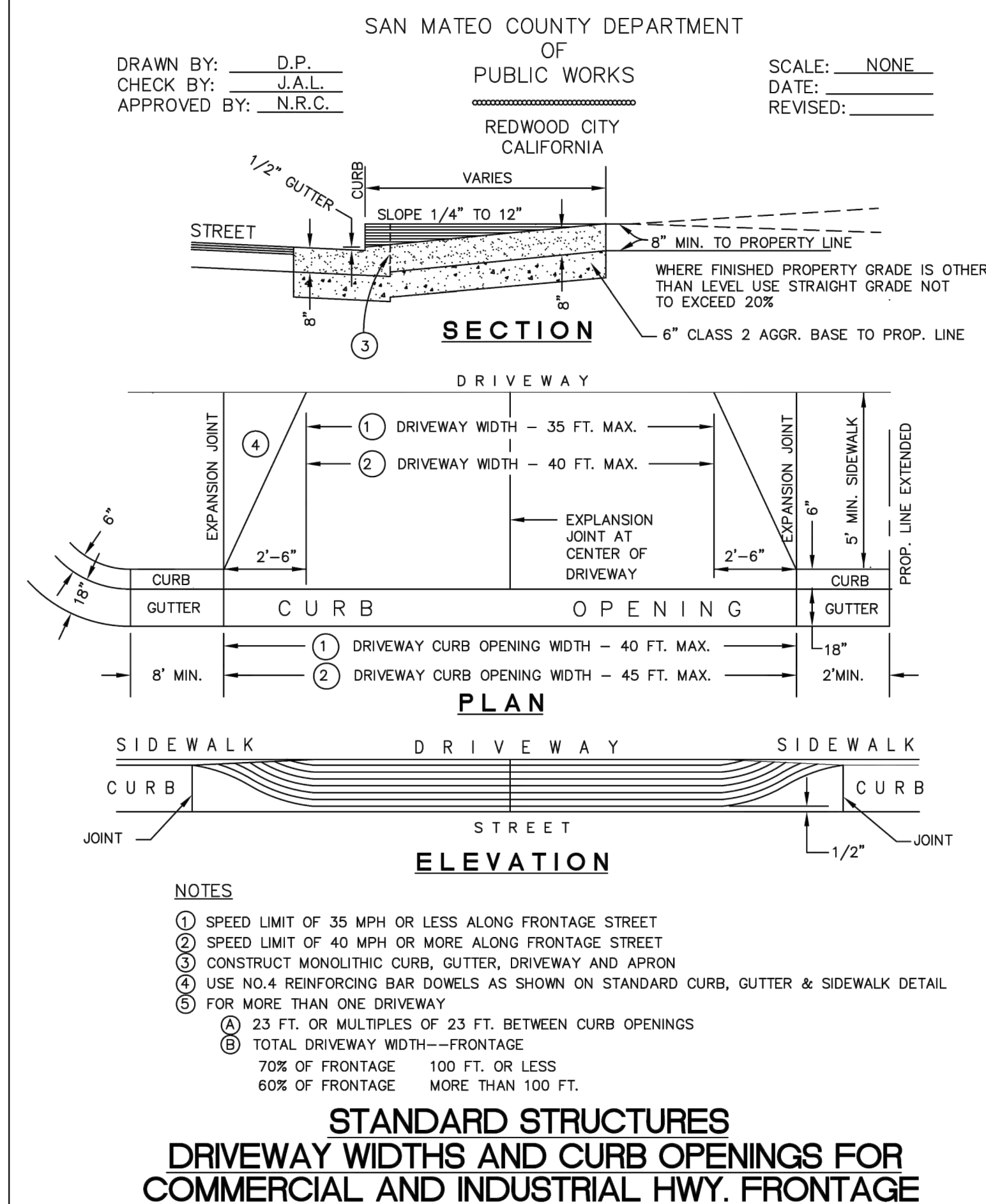
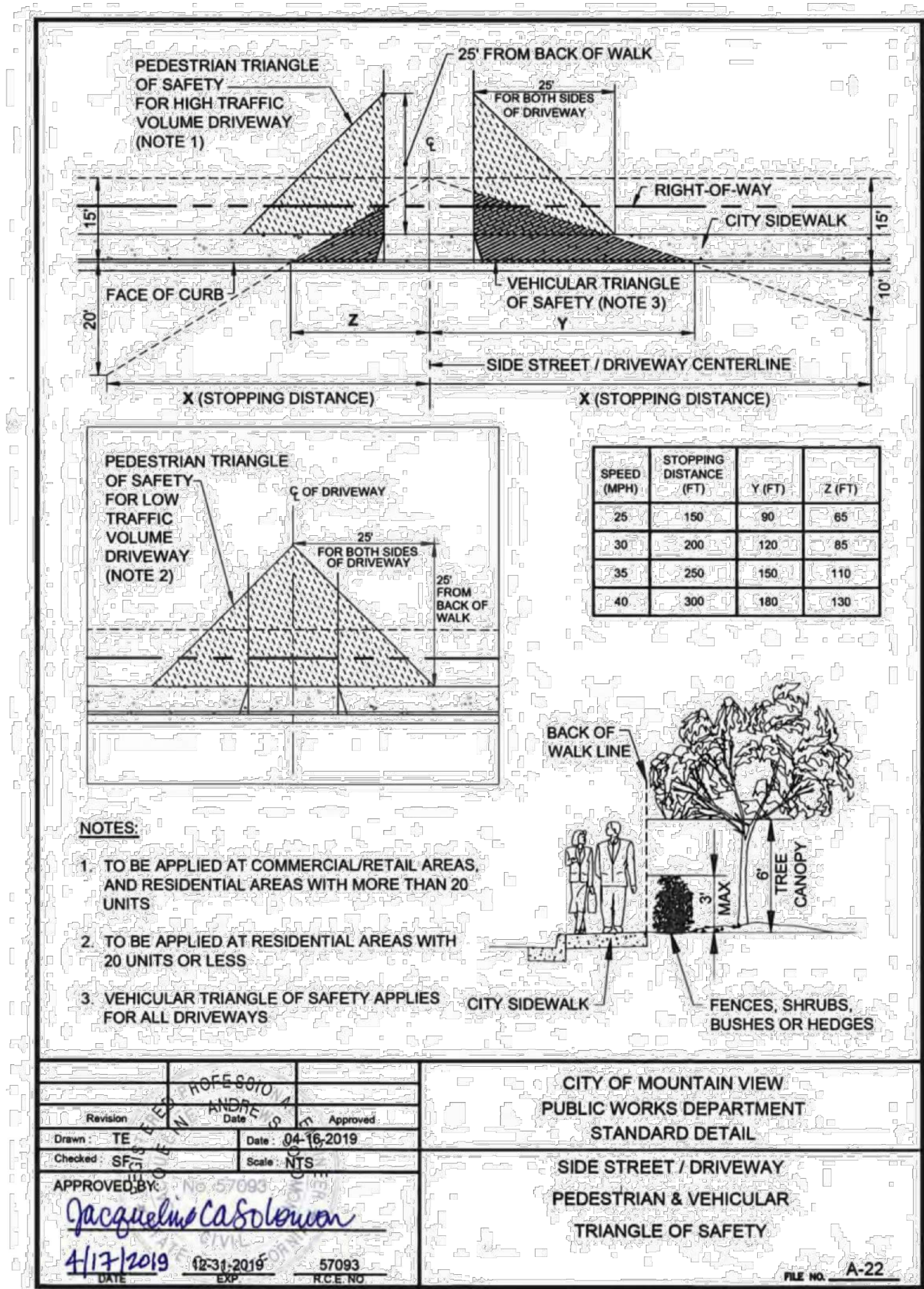
1. 1. RIGID PLASTIC, A.C., C.I., OR STEEL PIPE ALLOWED TO BOX FROM PUMP.
2. 2. BOX SHALL BE SET WITH ADJACENT GRADES SLOPING AWAY TO PREVENT RAINWATER & LANDSCAPE WATER FROM ENTERING.
3. 3. BOX SHALL BE SET IN LANDSCAPE AREA TO FACILITATE PERCOLATION.
4. 4. BOX SHALL NOT HAVE CONCRETE BOTTOM TO FACILITATE PERCOLATION.
5. 5. BOX MUST BE LOCATED AT LEAST 10 FEET FROM BACK OF SIDEWALK AND 3 FEET MIN. AWAY FROM FRONT PROPERTY LINES AND LOCATED IN SWALE, VEGETATED OR RETENTION AREA.

DETAIL 3, BUBBLER BOX DETAIL

N.T.S.



SCALE HORIZONTAL: 1" = 10'. SCALE VERTICAL: 1" = 2'



PRELIMINARY GRADING AND DRAINAGE PLANS
 SEVEN (7) LOT SUBDIVISION
 SIX (6) TOWNHOUSE AND A COMMON LOT
 1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
 APN: 069-311-340 AND 069-311-250

STANDARD DETAILS

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Revisions:



Date:
 12/3/2020
 Scale:
 NTS
 Prepared by:
 V.G.
 Checked by:
 S.R.
 Job #:
 219018

Sheet:
C-2.3
 OF 11 SHEETS



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PRELIMINARY GRADING AND DRAINAGE PLANS
SEVEN (7) LOT SUBDIVISION
SIX (6) TOWNHOUSE AND A COMMON LOT
1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250

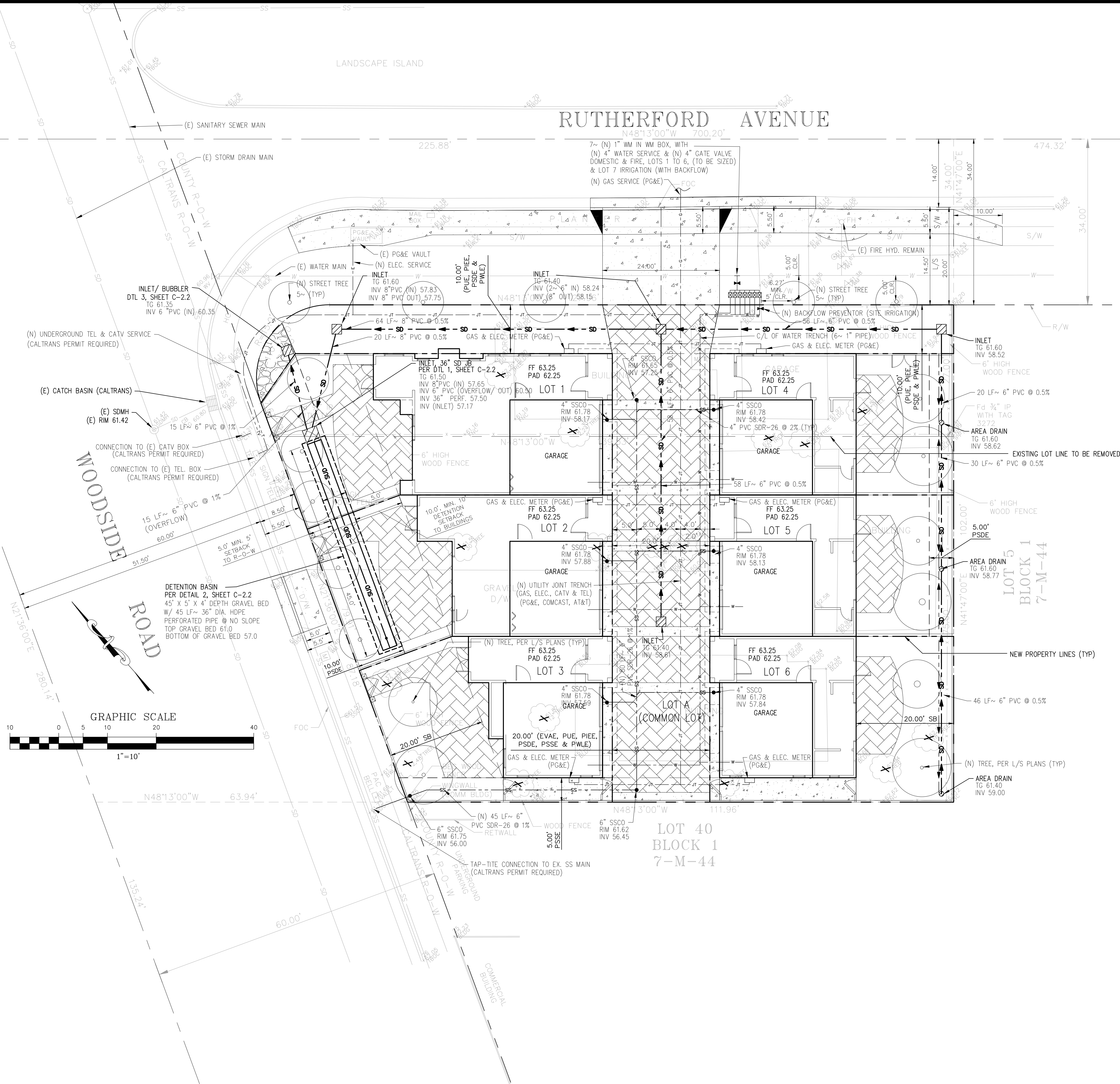
UTILITY PLAN

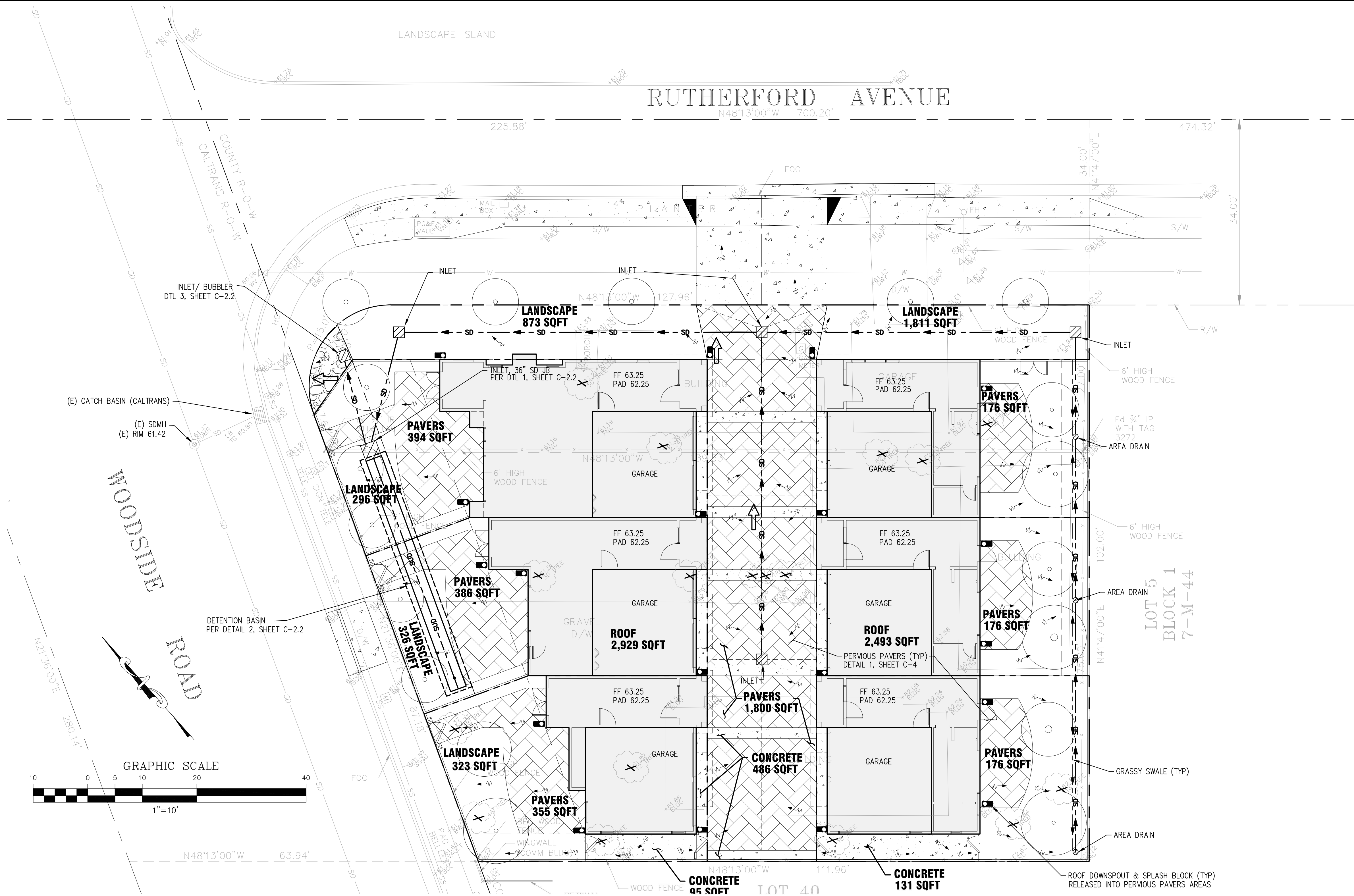
Revisions:



Date: 12/3/2020
Scale: 1" = 10'
Prepared by: V.G.
Checked by: S.R.
Job #: 219018

Sheet: C-3
OF 11 SHEETS





Compliance with NPDES Permit Provision C.3:

The San Francisco Bay Regional Water Quality Control Board (SFRWQCB) incorporated updated requirements into Santa Clara County's National Pollution Discharge Elimination System (NPDES) Permit in August 06. These updated stormwater quality control requirements are predominantly in the category of new development discharge controls. The Permit requires that permanent, post-construction stormwater quality control measures be implemented as part of development projects.

Updated stormwater quality control measures include:
- Source Control Measures
- Site Design Measures
- Treatment Control Measures

Beginning August 15, 2006, all projects creating or replacing 10,000 sq. ft. or more of impervious surface area must design and install a permanent post-construction stormwater treatment facility on the site. The system must be design and installed according to numeric sizing criteria.

All projects, regardless of size that create or replace impervious surface may be required to install stormwater quality controls to the maximum extent practicable.

This project proposes to implement appropriate source control and site design measures. The project creates/replaces LESS THAN 10,000 SQFT of impervious surface area, therefore, it is EXEMPT to provide stormwater treatment facilities based on numeric sizing criteria. However, the project proposes to implement stormwater design measures to maximize the removal of pollutants to the maximum extent practicable.

1 Source Control Measures:

2 Site Design Measures:

3 Stormwater Treatment Measures:
NOT APPLICABLE

- SOURCE CONTROL MEASURES:
1. BENEFICIAL LANDSCAPING.
 2. USE OF WATER EFFICIENT IRRIGATION SYSTEMS.
 3. MAINTENANCE (PAVEMENT SWEEPING, GOOD HOUSEKEEPING).
 4. DESIGN FOR DISCHARGE OF FIRE SPRINKLER TEST WATER TO LANDSCAPE OR SANITARY SEWER.
 5. STORM DRAIN LABELING. Mark on-site inlets with the words "No Dumping! Flows to Bay"

- SITE DESIGN MEASURES:
1. PRESERVE OPEN SPACE AND NATURAL DRAINAGE PATTERNS.
 2. CREATE NEW PERVIOUS AREAS:
 - a. LANDSCAPING
 - b. WOODEN DECK
 3. DIRECT RUNOFF FROM ROOFS, SIDEWALKS, PATIOS TO LANDSCAPED AREAS.
 4. CLUSTER STRUCTURES/PAVEMENT.
 5. PLANT TREES ADJACENT TO AND IN PARKING AREAS AND ADJACENT TO OTHER IMPERVIOUS AREAS.
 6. PARKING:
 - a. NOT PROVIDED IN EXCESS OF CODE.

HATCH KEY

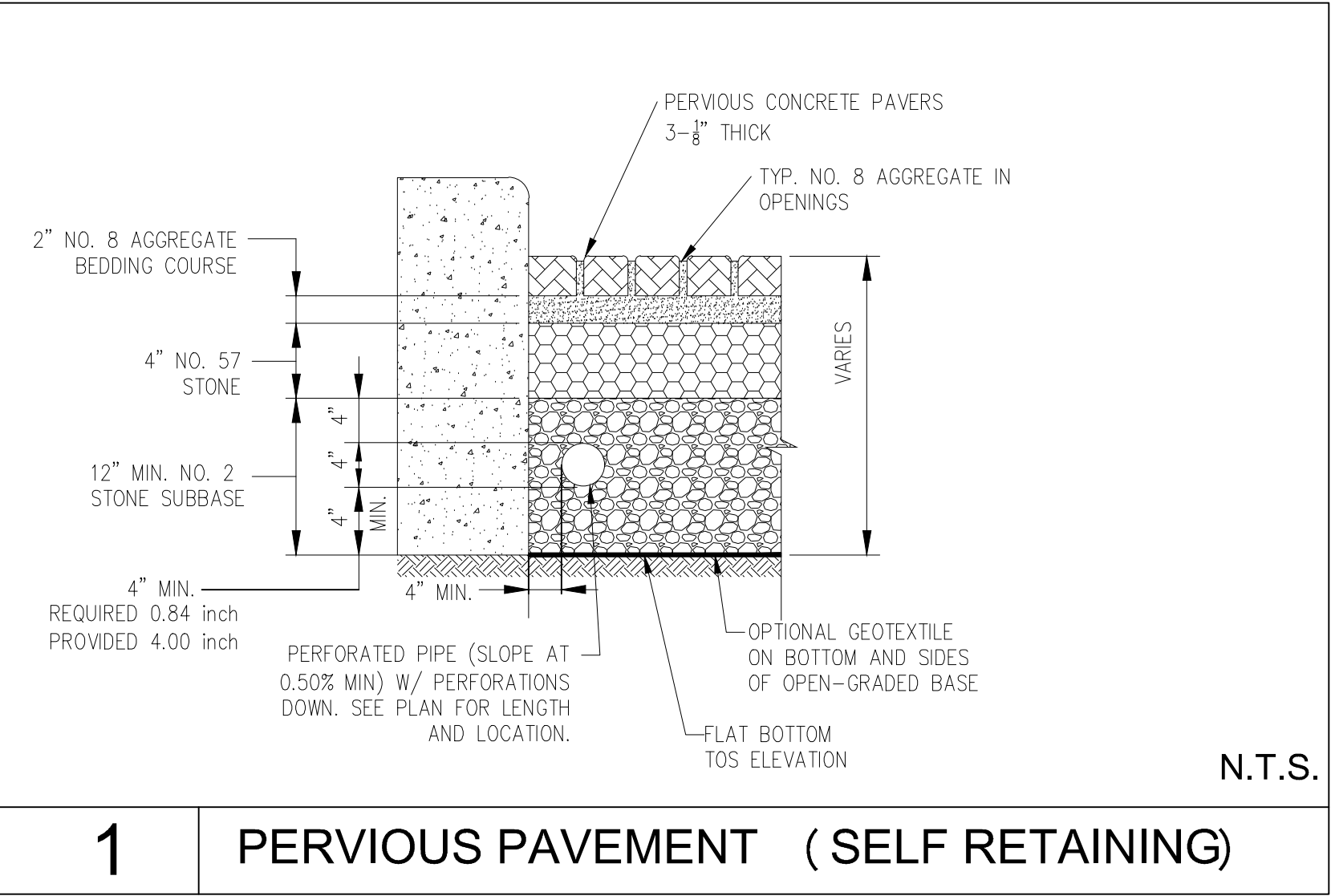
IMPERVIOUS		PERVIOUS	
	CONCRETE PAVEMENT		PERVIOUS PAVERS PER LANDSCAPE PLANS
	BUILDING ROOF		LANDSCAPE (NO HATCH)

Table I.B.1 Impervious⁵ and Pervious Surfaces

Type of Impervious ⁵ Surface	I.B.1.a	I.B.1.b	I.B.1.c	I.B.1.d	I.B.1.e
	Pre-Project Impervious ⁵ Surface (sq.ft.)	Existing Impervious ⁵ Surface to be Retained ⁶ (sq.ft.)	Existing Impervious ⁵ Surface to be Replaced ⁶ (sq.ft.)	New Impervious ⁵ Surface to be Created ⁶ (sq.ft.)	Post-Project Impervious ⁵ Surface (sq.ft.) (=b+c+d)
Roof area(s)	2911	0	1232	4190	5422
Impervious ⁵ sidewalks, patios, paths, driveways, streets	62	0	108	604	712
Impervious ⁵ uncovered parking ⁷	0	0	0	0	0
Totals of Impervious Surfaces:	2973	0	1340	4794	6134
I.B.1.f - Total Impervious ⁵ Surface Replaced and Created (sum of totals for columns I.B.1.c and I.B.1.d):				6134	
Type of Pervious Surface	Pre-Project Pervious Surface (sq.ft.)	I.B.1.e.1:			Post-project Pervious Surface (sq.ft.)
Landscaping	7967				3629
Pervious Paving	2286				0
Green Roof	0				7092
Totals of Pervious Surfaces:	10253				13226
Total Site Area (Total Impervious ⁵ +Total Pervious=I.A.2)		13226			

EXISTING IMPERVOIUS AREA TABLE (ALL TO BE REMOVED)				
LOCATION/ DESCRIPTION	AREA (SQFT)	AREA (ACRES)	MATERIAL	
BUILDINGS	2,911	0.07	ROOF	
DRIVEWAY	62	0.00	CONC.	
TOTAL IMPERVIOUS	2,973	0.07	IMPERVIOUS	
LANDSCAPE/ GROUND	7,967	0.18		
GRAVEL DRIVEWAY	2,286	0.05		
TOTAL PERVIOUS	10,253	0.24	PERVIOUS	
TOTAL PROJECT AREA	13,226	0.30		

PROPOSED IMPERVIOUS AREA TABLE				
LOCATION/ DESCRIPTION	AREA (SQFT)	AREA (ACRES)	MATERIAL	
BUILDINGS	5,422	0.12	ROOF	
DRIVEWAY/ WALKWAY	712	0.02	CONCRETE	
TOTAL IMPERVIOUS	6,134	0.14	IMPERVIOUS	
PERVIOUS PAVERS	3,463	0.08	PAVERS	
LANDSCAPE	3,629	0.08	LANDSCAPE	
TOTAL PERVIOUS	7,092	0.16	PERVIOUS	
TOTAL PROJECT AREA	13,226	0.30		



OWNER:

PRELIMINARY GRADING AND DRAINAGE PLANS
SEVEN (7) LOT SUBDIVISION
SIX (6) TOWNHOUSE AND A COMMON LOT
1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250
STORMWATER MANAGEMENT PLAN

Revisions:



Date: 12/3/2020
Scale: NTS
Prepared by: V.G.
Checked by: S.R.
Job #: 219018
Sheet:

EROSION CONTROL PLAN

EROSION CONTROL STANDARD DETAILS TABLE

DETAIL	DESCRIPTION	FIND DTL. ON SHEET
WM-8	CONSTRUCTION WASTE MANAGEMENT	C-6
SE-5	FIBER ROLLES	C-6
EC-7	GEOTEXTILES AND MATS	C-6
S-X	TREE PROTECTION FENCE	C-6
SE-10	STORM INLET PROTECTION	C-7
SE-1	SILT FENCE	C-7
SP	STOCKPILE MANAGEMENT	C-8
TC-1	CONSTRUCTION ENTRANCE/ EXIT	C-8

BMP SUMMARY TABLE	
BMP CATEGORY	BMP USED
EROSION CONTROL	FIBER ROLL, TEMPORARY STOCK PILE COVER, HYDRO SEED EXPOSED CUT AND FILL
SEDIMENT CONTROL	STABILIZED CONSTRUCTION ENTRANCE, INLET PROTECTION
GOOD SITE MANAGEMENT	STABILIZED CONSTRUCTION ENTRANCE
NON-STORMWATER MANAGEMENT	CONCRETE WASHOUT AREA
RUN-ON AND RUN-OFF CONTROL	FIBER ROLL, SILT FENCE
ACTIVE TREATMENT SYSTEMS	N/A

OWNER/ RESPONSIBLE PARTY

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EROSION CONTROL POINT OF CONTACT

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EROSION AND SEDIMENT CONTROL NOTES AND MEASURES

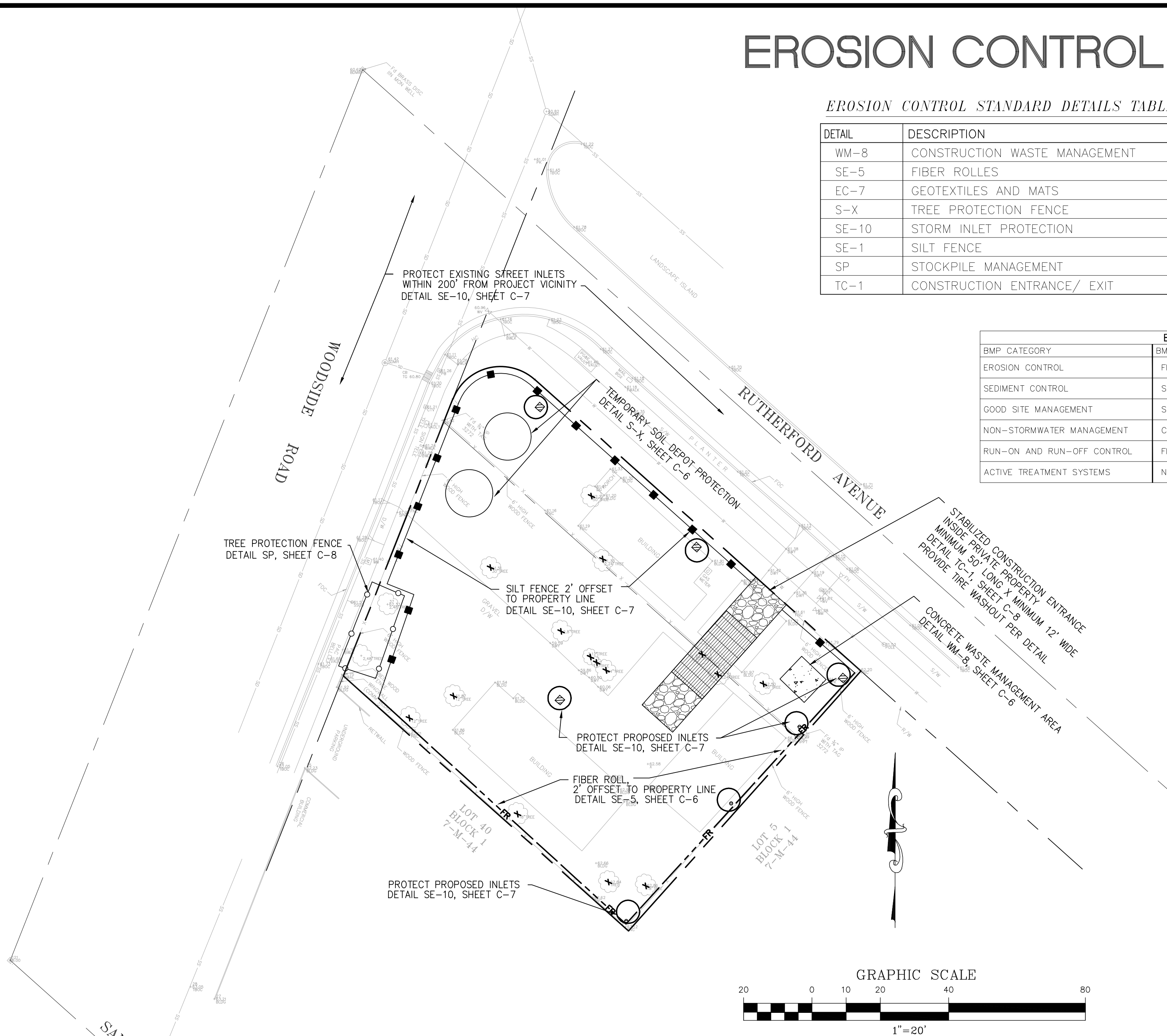
- The facilities shown on this Plan are designed to control Erosion and sediment during the rainy season, October 1st to April 30th. Facilities are to be operable prior to October 1 of any year. Grading operations during the rainy season, which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes.
- This plan covers only the first winter following grading with assumed site conditions as shown on the Erosion Control Plan. Prior to September 15, the completion of site improvement shall be evaluated and revisions made to this plan as necessary with the approval of the COUNTY engineer. Plans are to be resubmitted for COUNTY approval prior to September 1 of each subsequent year until site improvements are accepted by the COUNTY.
- Construction entrances shall be installed prior to commencement of grading. All construction traffic entering onto the paved roads must cross the stabilized construction entranceways.
- Contractor shall maintain stabilized entrance at each vehicle access point to existing paved streets. Any mud or debris tracked onto public streets shall be removed daily and as required by the COUNTY.
- If hydroseeding is not used or is not effectively 10/10, then other immediate methods shall be implemented, such as Erosion control blankets, or a three-step application of: 1) seed, mulch, fertilizer 2) blown straw 3) tackifier and mulch.
- Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
- Lots with houses under construction will not be hydroseeded. Erosion protection for each lot with a house under construction shall confirm to the Typical Lot Erosion Control Detail shown on this sheet.
- This erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to this plan in the field. Notify the COUNTY representative of any field changes.
- This plan is intended to be used for interim erosion and sediment control only and is not to be used for final elevations or permanent improvements.
- Contractor shall be responsible for monitoring erosion and sediment control prior, during, and after storm events.
- Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper or any other substance over any public street, alley or other public place. Should any blow, spill, or track over and upon said public or adjacent private property, immediately remedy shall occur.
- Sanitary facilities shall be maintained on the site.
- During the rainy season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment laden runoff to any storm drainage systems, including existing drainage swales and water courses.
- Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. State and local laws concerning pollution abatement shall be complied with.
- Contractors shall provide dust control as required by the appropriate federal, state, and local agency requirements.
- With the approval of the COUNTY inspector, erosion and sediment controls maybe removed after areas above them have been stabilized.

SITE CONSTRUCTION MANAGEMENT NOTES:

- Construction site shall be enclosed by 6' opaque fence with dust control fiber mesh at all times during construction.
- No Construction material, equipment, portable toilets, trash containers, or debris shall be placed in the public right-of-way.
- A trash container shall be maintained on site at all times and debris on site which could otherwise blow away, shall be regularly collected and placed in container.
- All construction debris (wood scraps and other debris, which cannot blow away) shall be piled within the property lines of the project in a neat and safe manner
- The project shall have a sign viewable from the public street that indicates the hours of construction as: Mon- Fri from 8 am to 6 PM, Saturdays from 9am to 5pm.

EROSION CONTROL PLAN LEGEND

EXISTING	DESCRIPTION
	PROPERTY LINE
	EXISTING LOT LINE TO BE REMOVED
	TREE WITH TRUNK DIAMETER
	6' WOODEN FENCE
	AREA DRAIN/ INLET
	SPOT ELEVATION
	TREE PROTECTION FENCE
	EXISTING TREE TO BE REMOVED
	SILT FENCE
	FIBER ROLL
	CONSTRUCTION ENTRANCE/ EXIT WITH TIRE WASH
	AREA DRAIN/ INLET PROTECTION
	CONCRETE WASTE MANAGEMENT



MAINTENANCE NOTES:

- Maintenance is to be performed as follows:
 - Repair damages caused by soil erosion or construction at the end of each working day.
 - Swales shall be inspected periodically and maintained as needed.
 - Sediment traps, berms, and swales are to be inspected after each storm and repairs made as needed.
 - Sediment shall be removed and sediment traps restored to its original dimensions when sediment has accumulated to a depth of one foot.
 - Sediment removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
 - Rills and gullies must be repaired.
- All existing drainage inlets on Street within the limit of the project, shall be protected with Rock bags during construction. See detail. Rock bag inlet protection shall be cleaned out whenever sediment depth is one half the height of one Rock bag.
- Existing concrete ditch sediment trap shall be cleaned out routinely during construction.

Maintenance

- The entrance shall be maintained in a condition that will prevent trucking or flowing sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand, and repair and/or clean out any measures used to trap sediment.
- All sediment spilled, dropped, washed, or tracked onto public rights-of-way shall be removed immediately.
- When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. This shall be done at an area stabilized with crushed stone, which drains into an approved sediment trap or sediment basin.

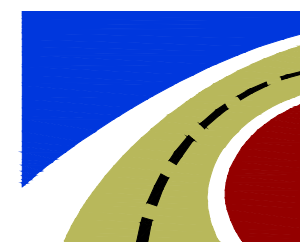
STABILIZED CONSTRUCTION ENTRANCE (TO BE MAINTAINED)

Maintenance

- Slit fence and Fiber rolls shall be inspected during and immediately after each rainfall, and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
- Should the fabric on a slit fence or Fiber rolls decompose or become ineffective during the time the fence or barrier is still necessary, the fabric shall be replaced promptly.
- Sediment deposits shall be removed when deposits reach approximately one-third the height of the barrier.
- Any sediment deposits remaining in place after the slit fence or Fiber rolls is no longer required shall be dressed to conform with the existing grade, prepared, and seeded.
- Silt buildups must be removed when bulges develop in the fence regardless of depth of deposition.

Slit fence / Fiber roll Maintenance (TO BE MAINTAINED)

SMP



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SEVEN (7) LOT SUBDIVISION
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APN: 069-311-340 AND 069-311-250

EROSION CONTROL PLAN

Revisions:



Date:

12/3/2020

Scale:

1" = 20'

Prepared by:

V.G.

Checked by:

S.R.

Job #:

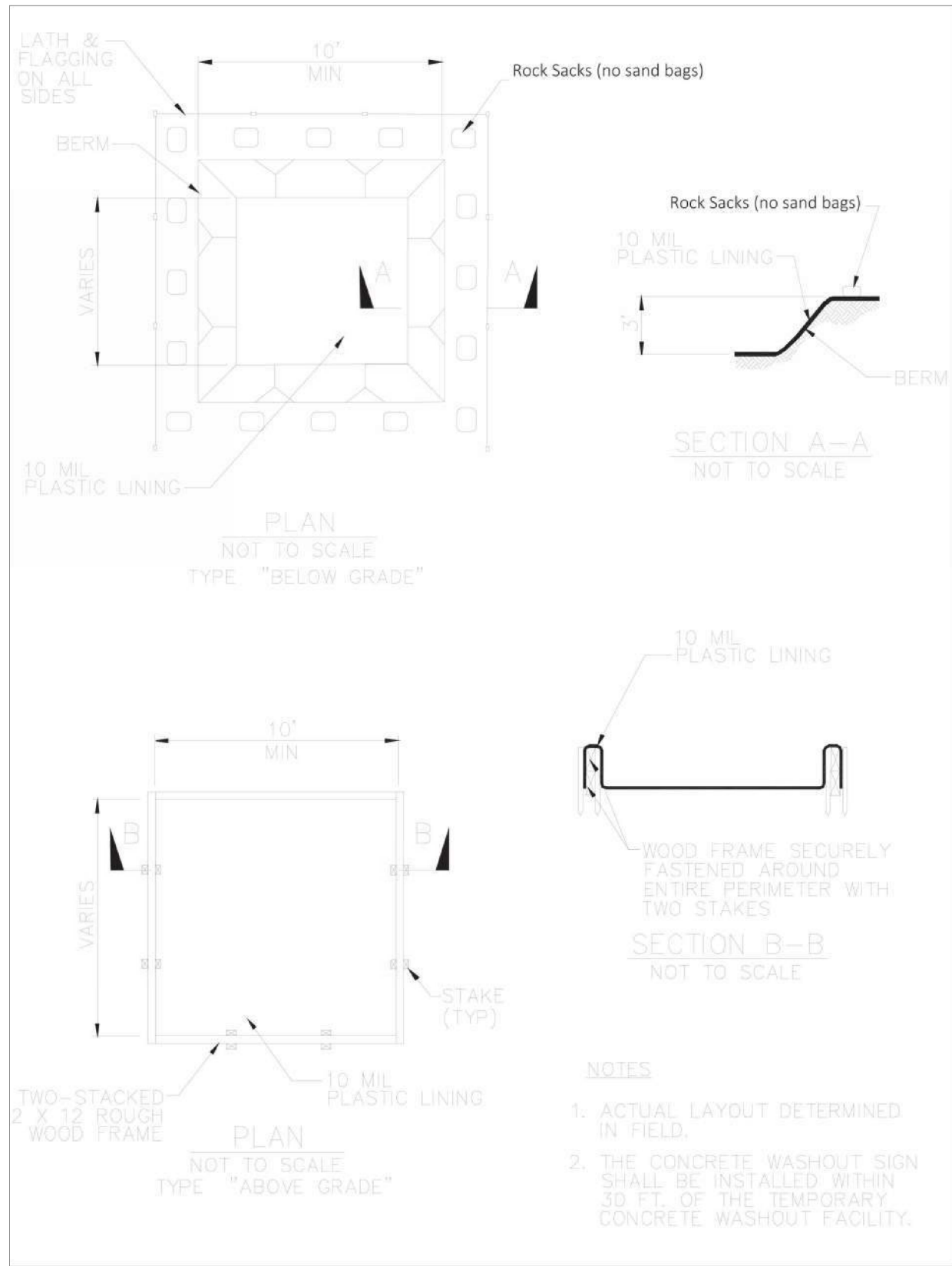
219018

Sheet:

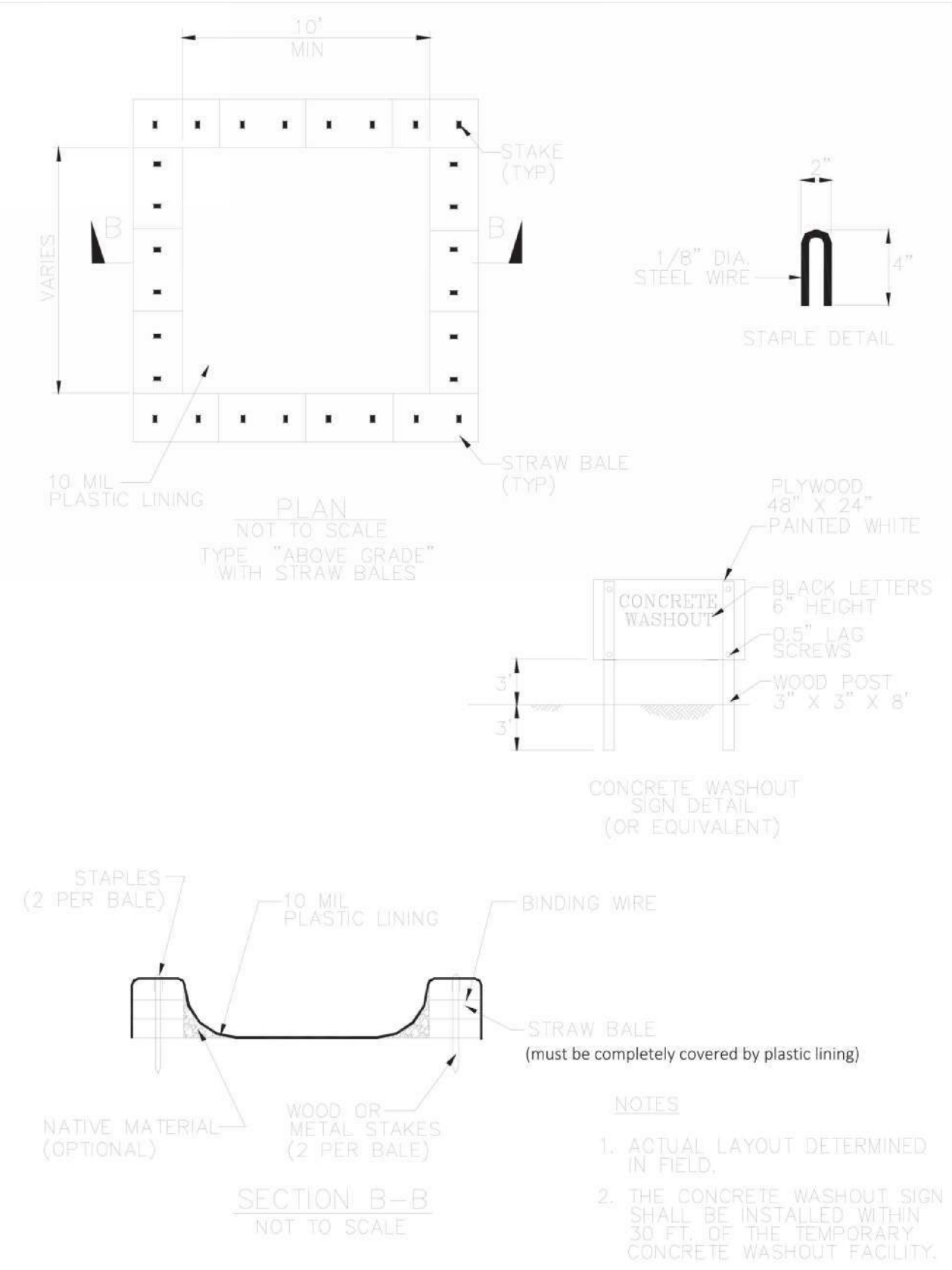
C-5

OF 11 SHEETS

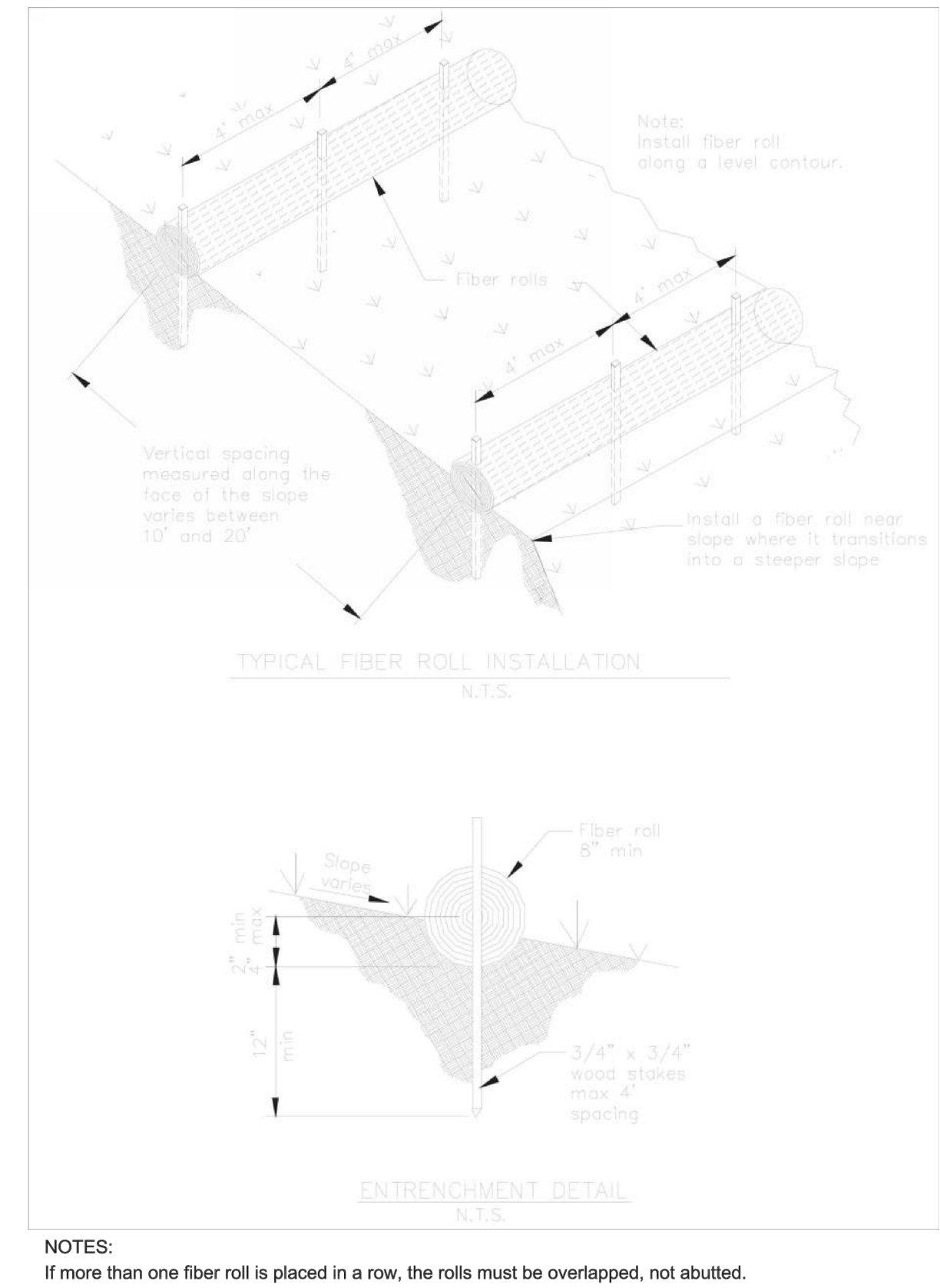
Concrete Waste Management WM-8



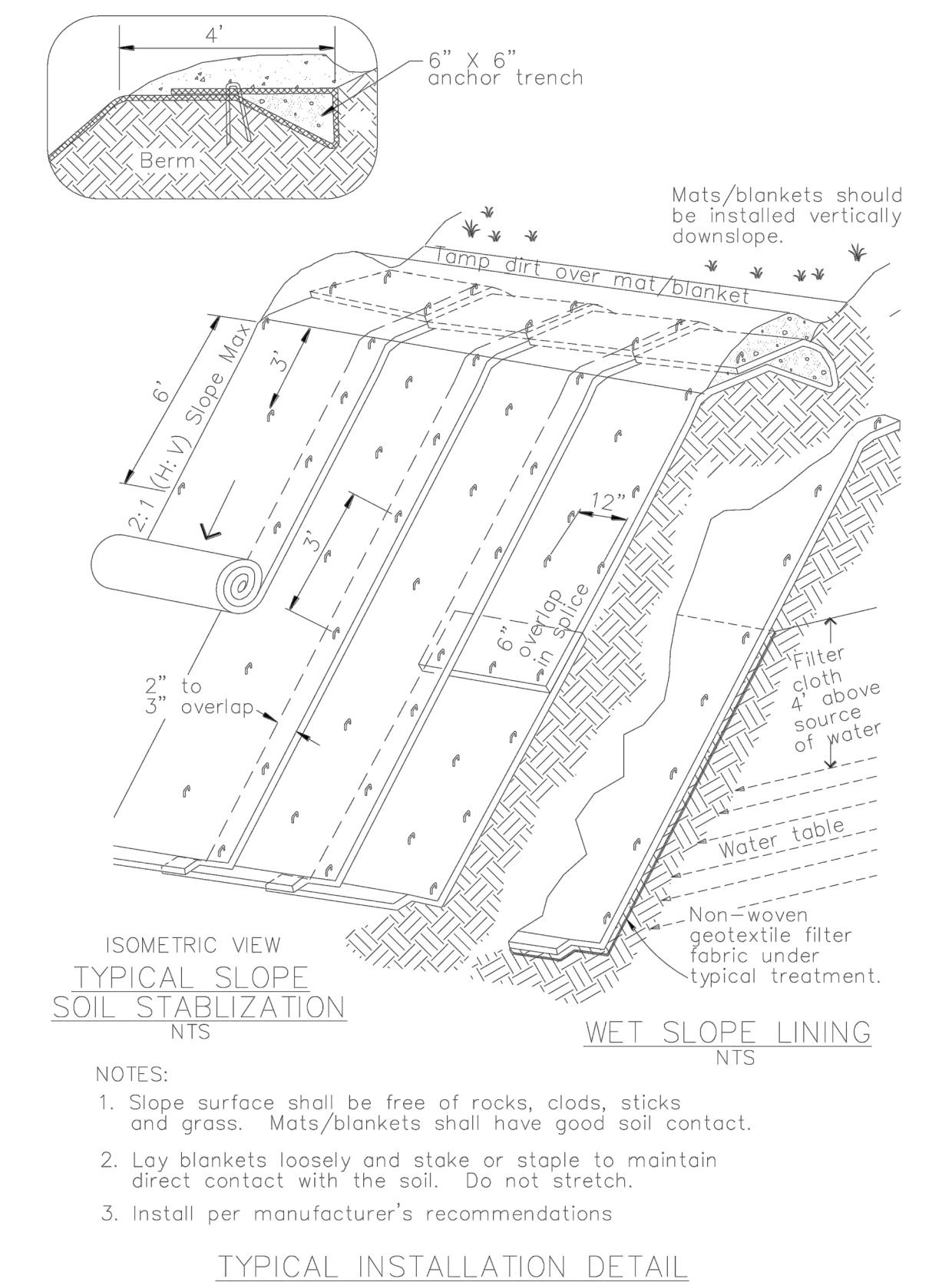
Concrete Waste Management WM-8



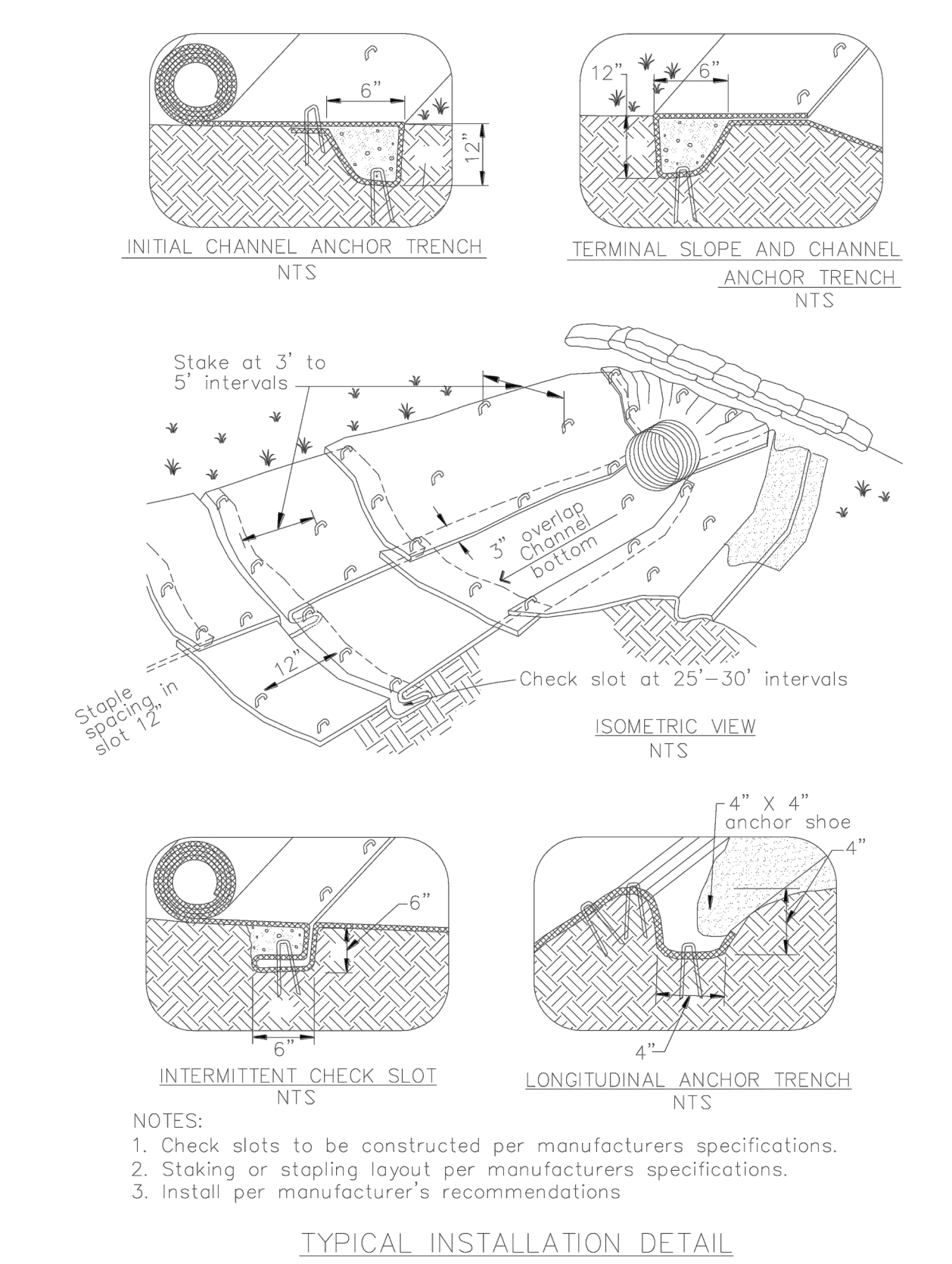
Fiber Rolls SE-5



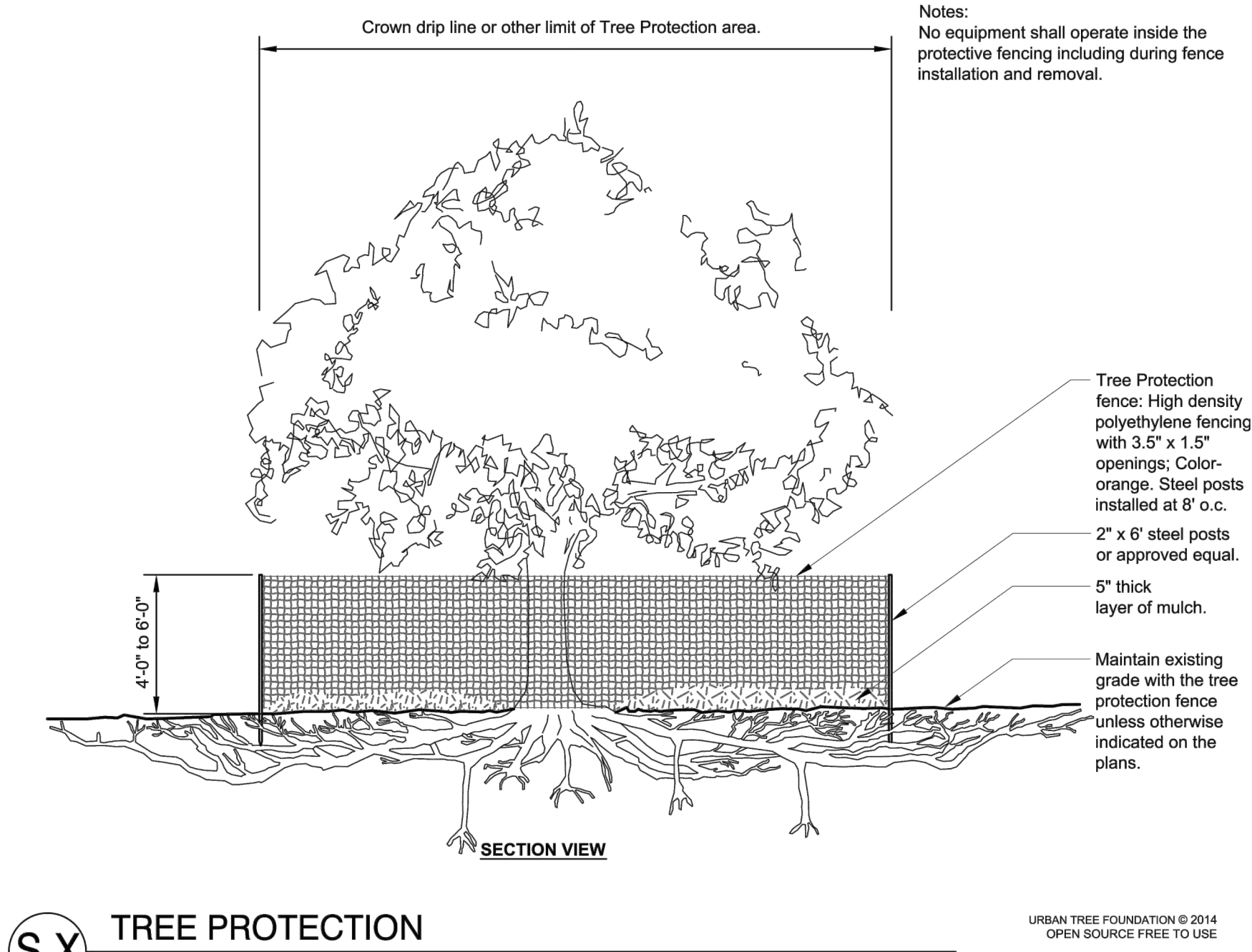
Geotextiles and Mats EC-7



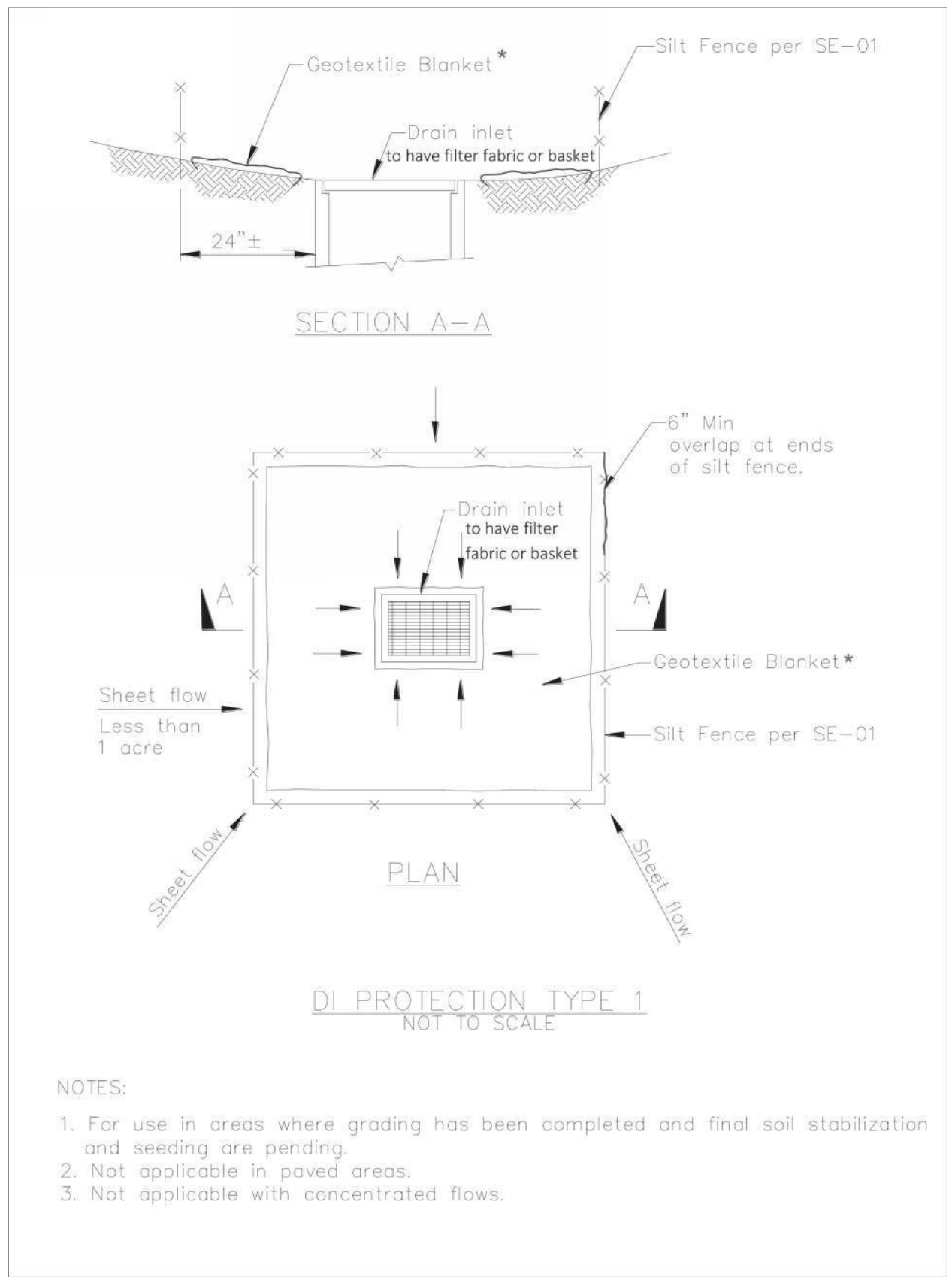
Geotextiles and Mats EC-7



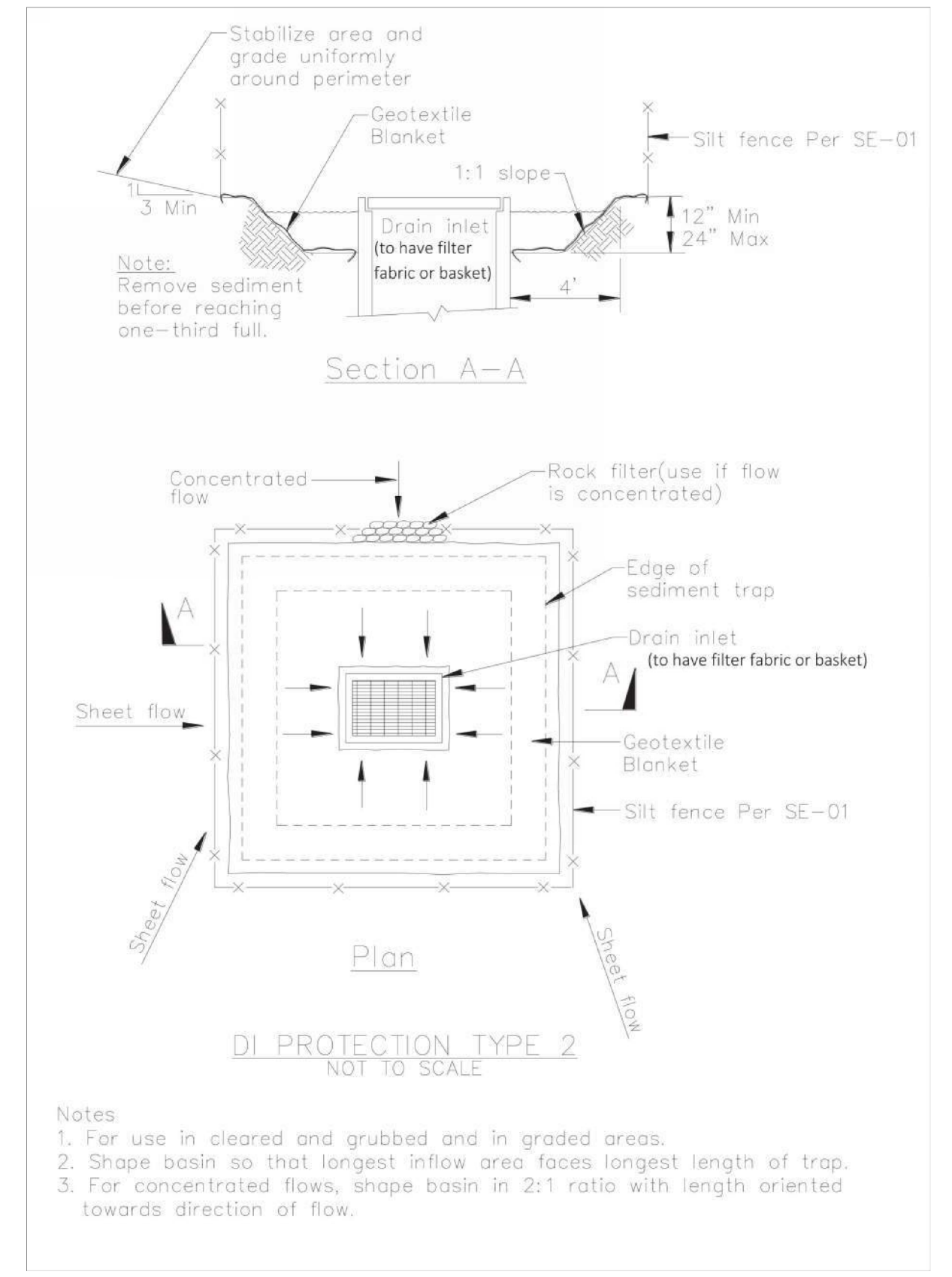
S-X TREE PROTECTION



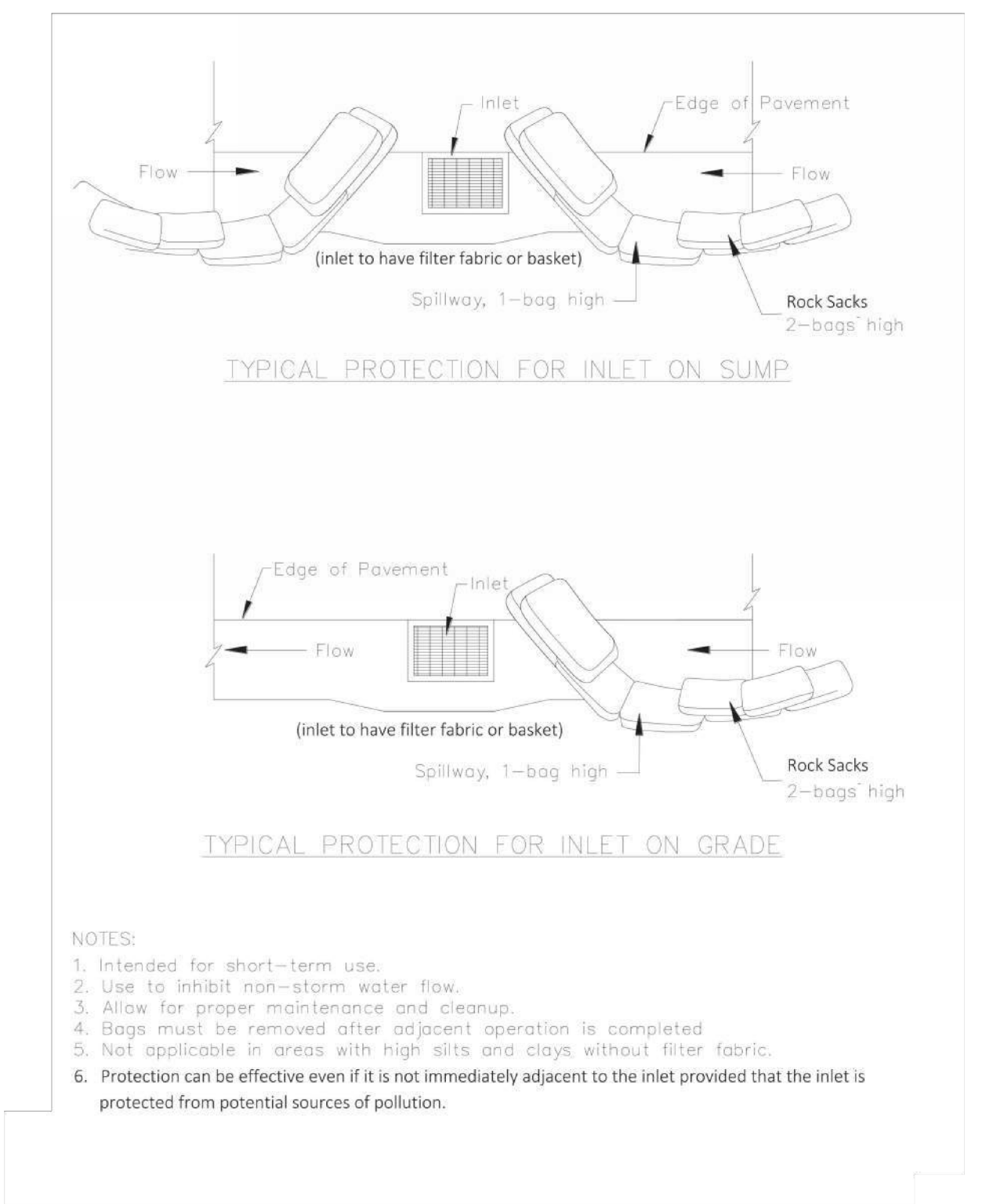
Storm Drain Inlet Protection SE-10



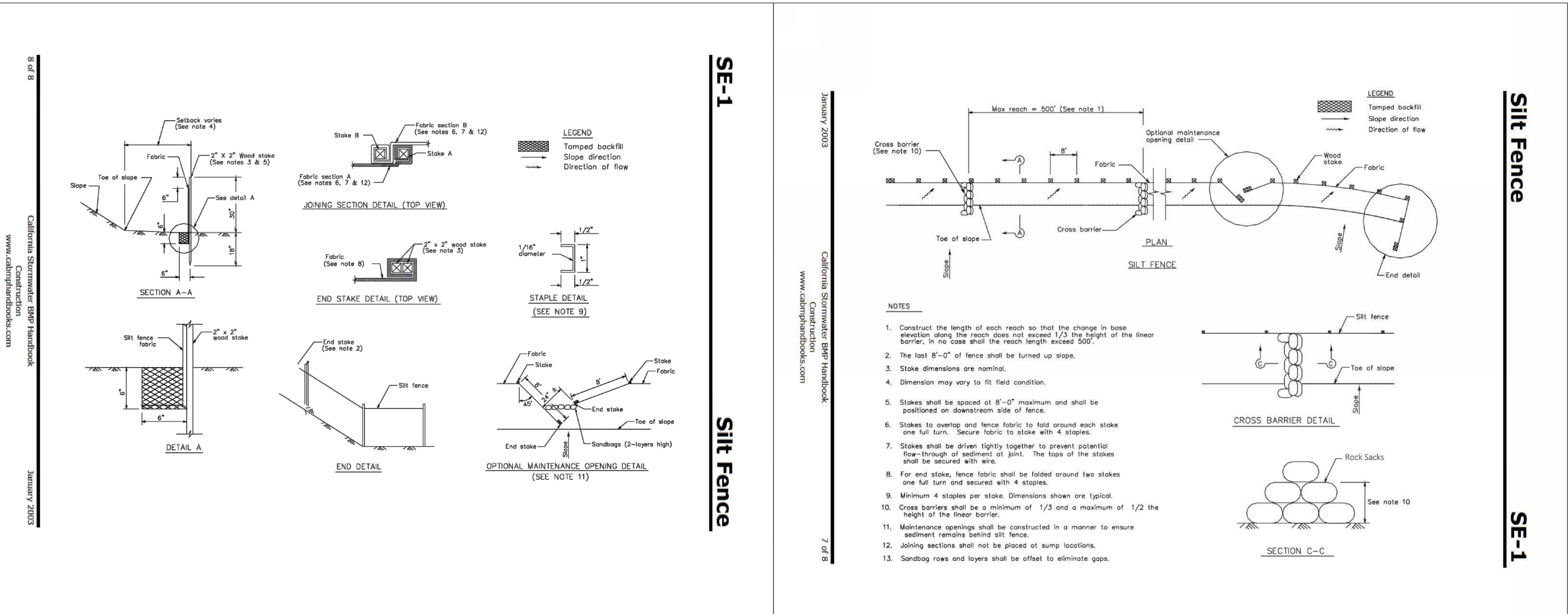
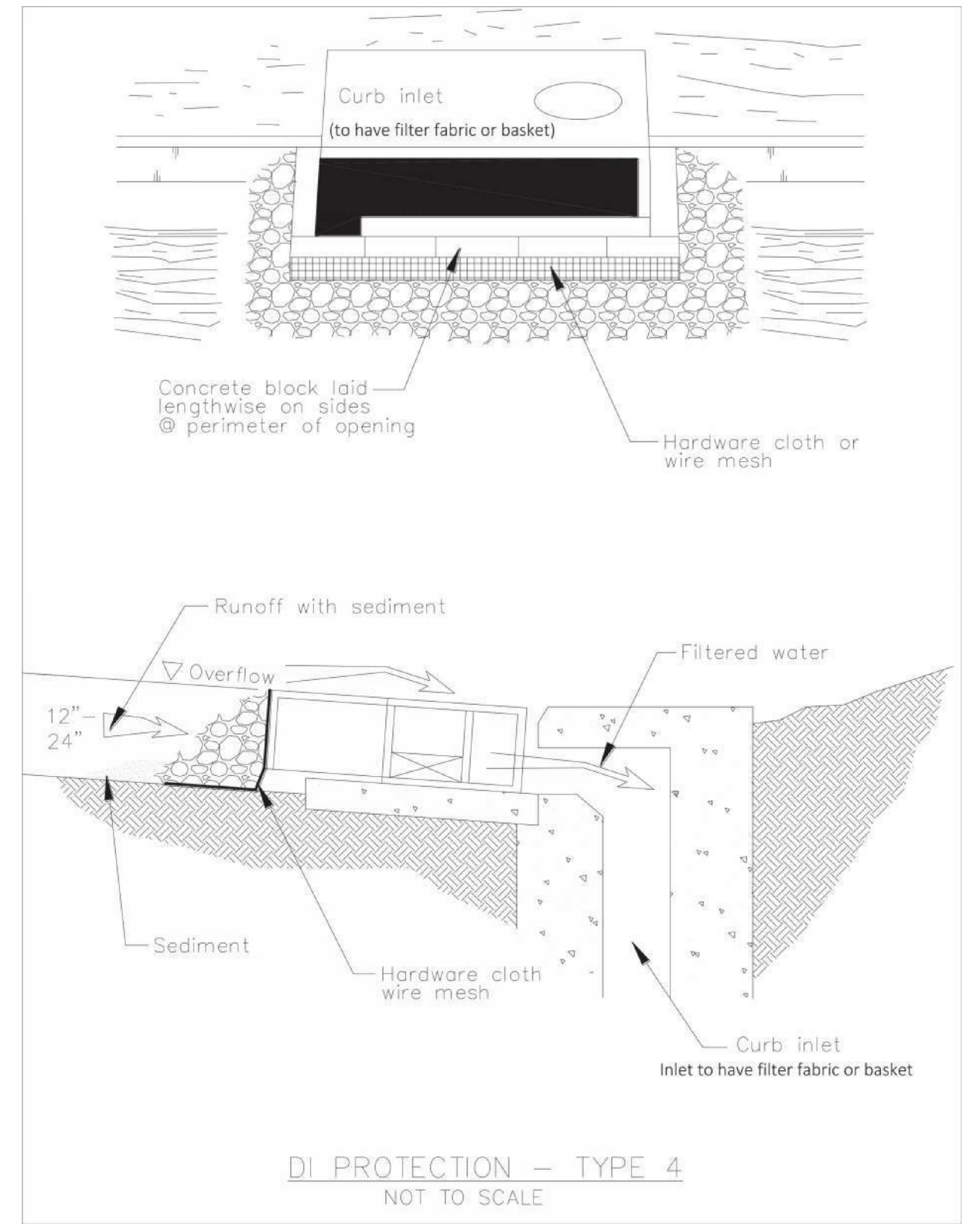
Storm Drain Inlet Protection SE-10



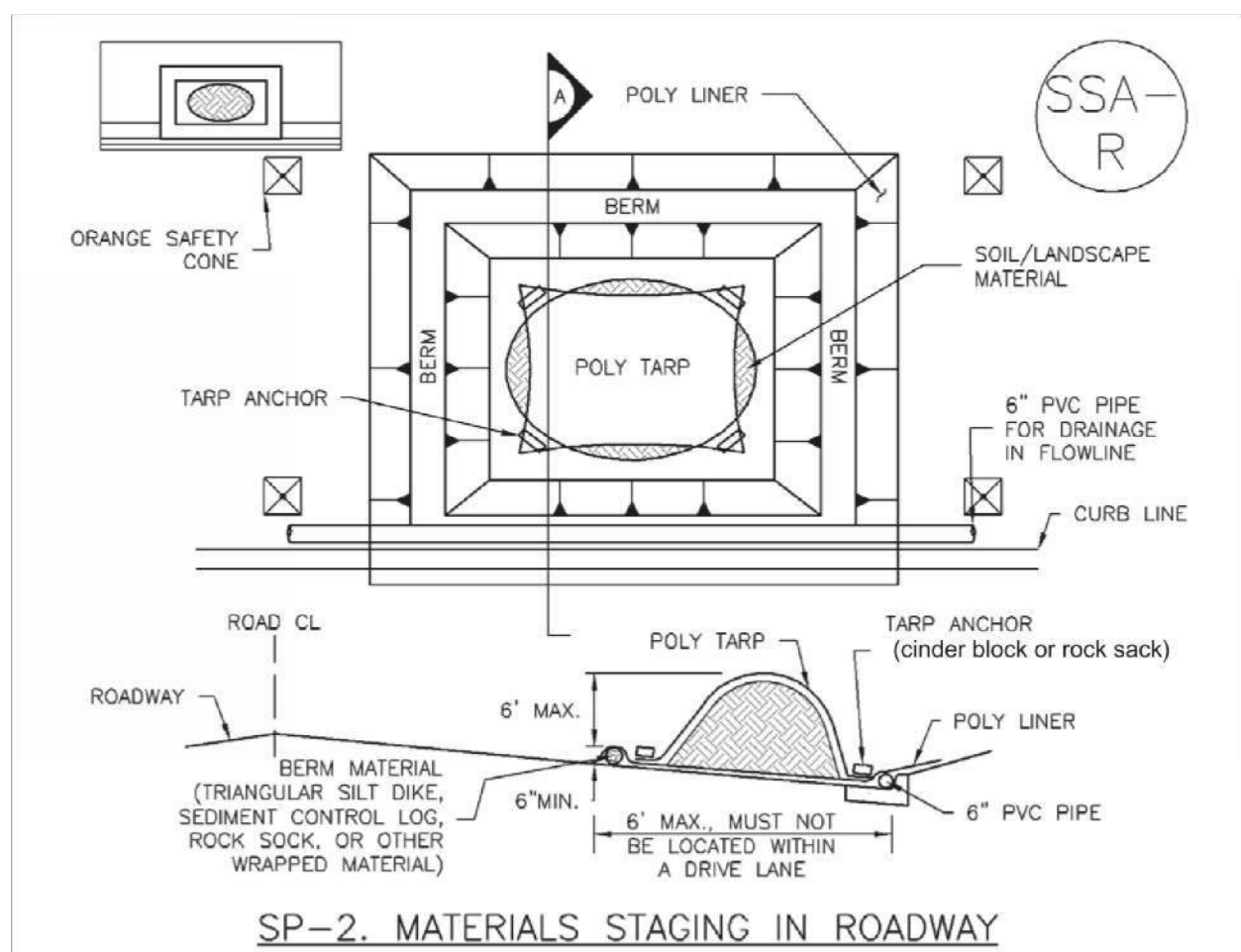
Storm Drain Inlet Protection SE-10



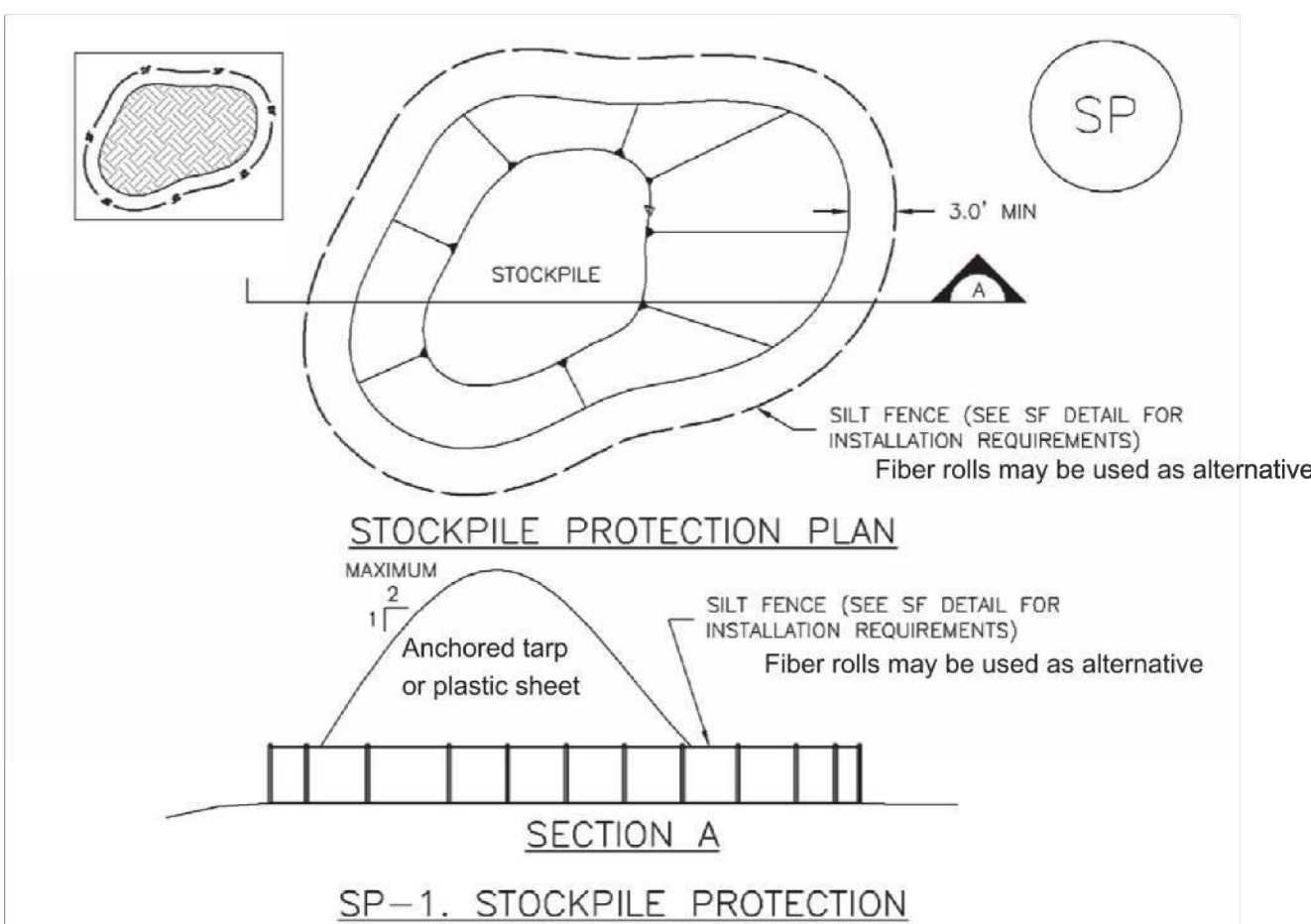
Storm Drain Inlet Protection SE-10



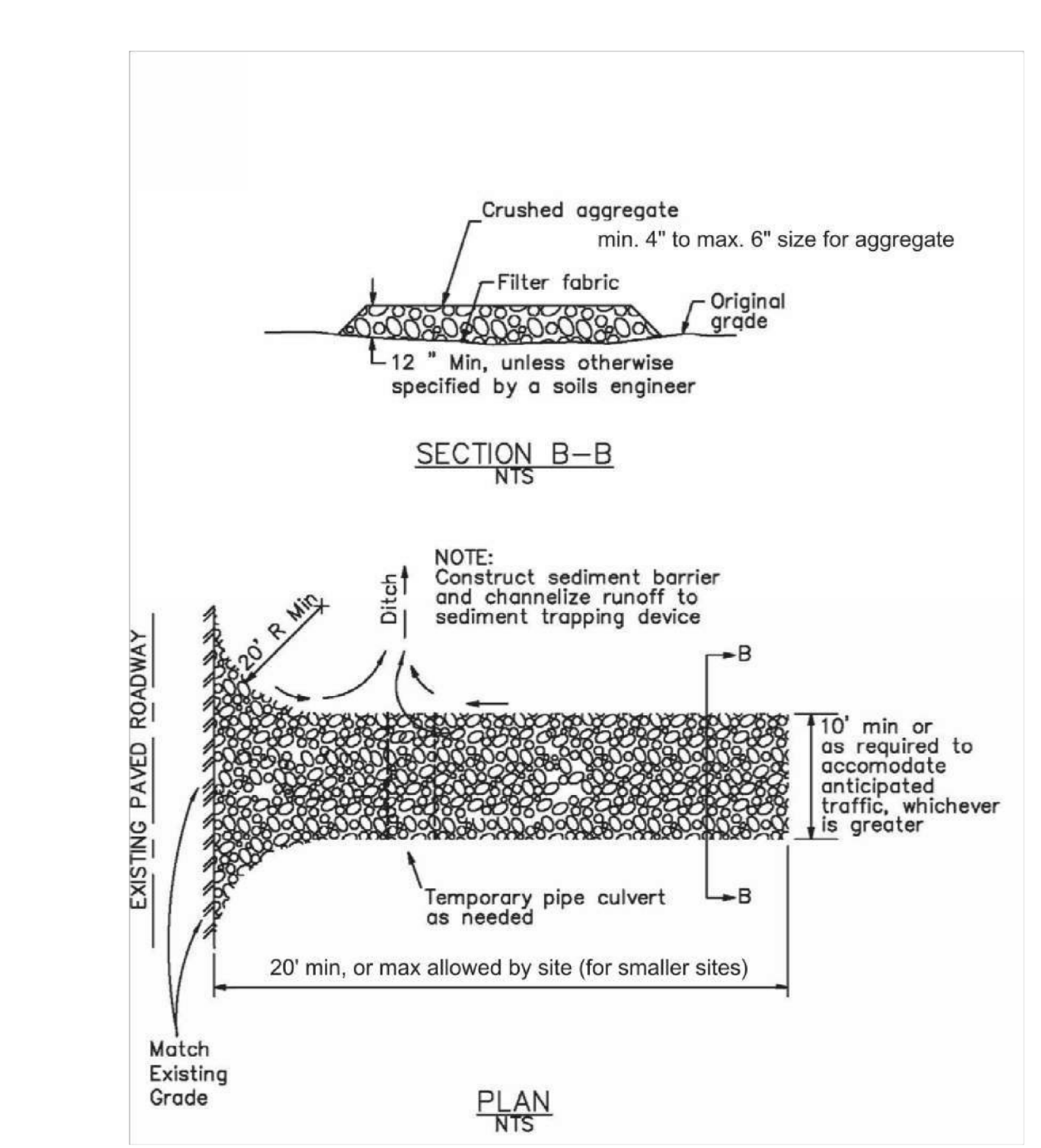
Stockpile Management (SP)



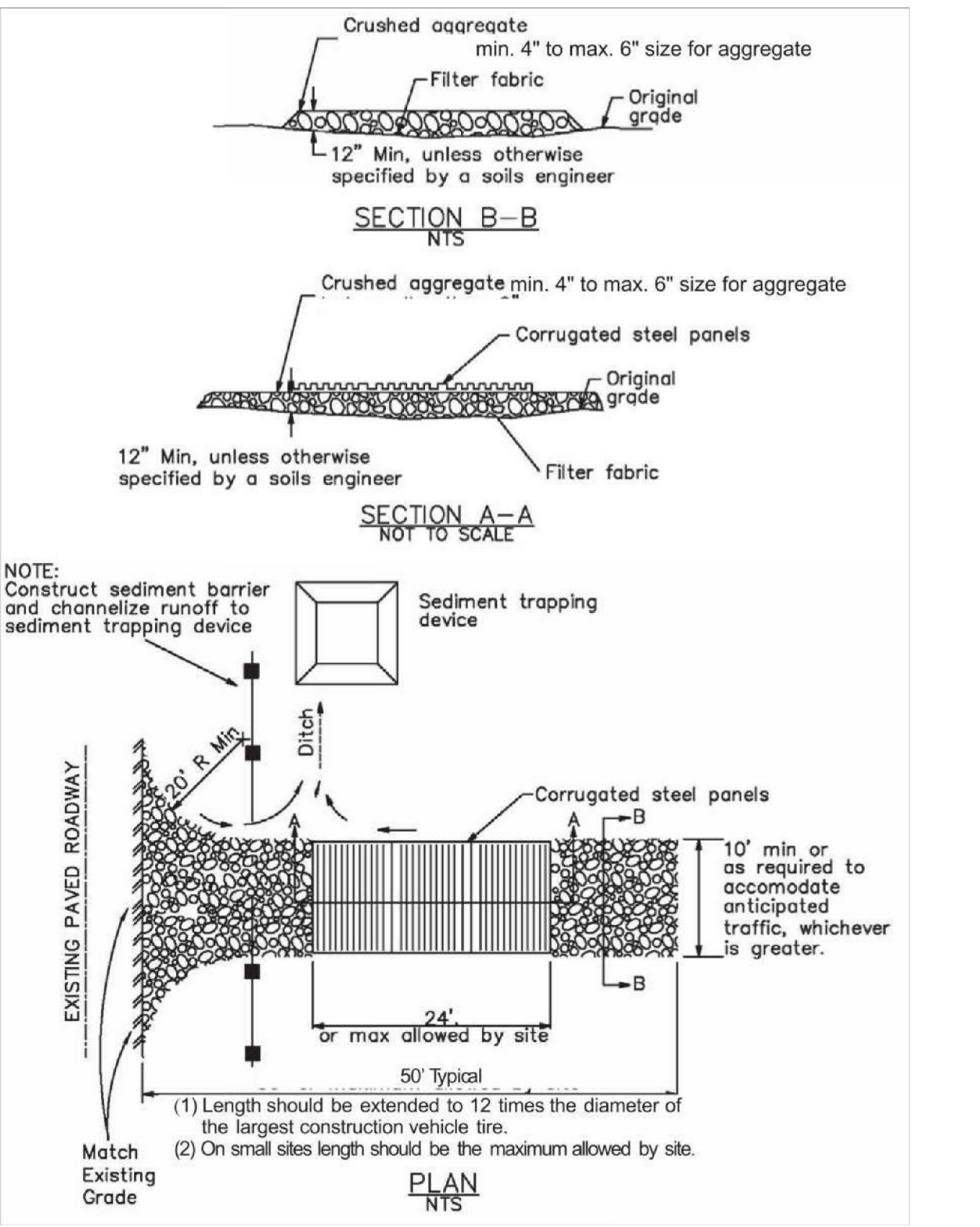
Stockpile Management (SP)



Stabilized Construction Entrance/Exit TC-1



Stabilized Construction Entrance/Exit TC-1



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SEVEN (7) LOT SUBDIVISION
SIX (6) TOWNHOUSE AND A COMMON LOT
1301 AND 1311 WOODSIDE ROAD, REDWOOD CITY, CA
APN: 069-311-340 AND 069-311-250
EROSION CONTROL DETAILS

Revisions:



Date: 12/3/2020

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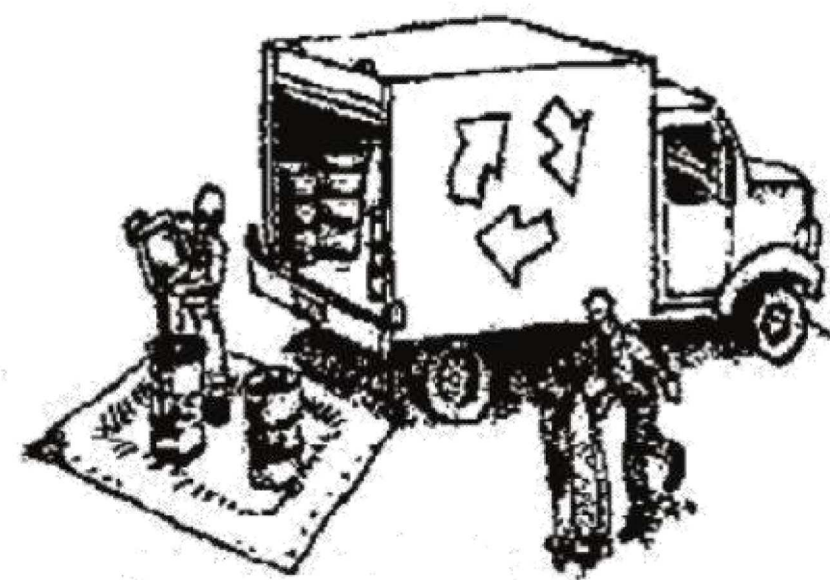
Sheet: C-8

OF 11 SHEETS

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



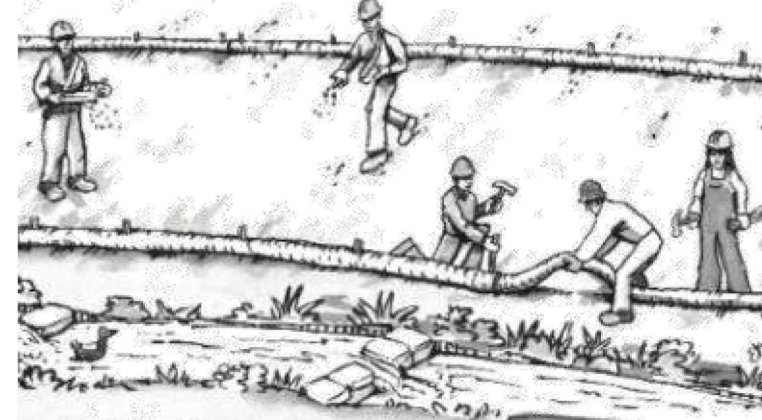
Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

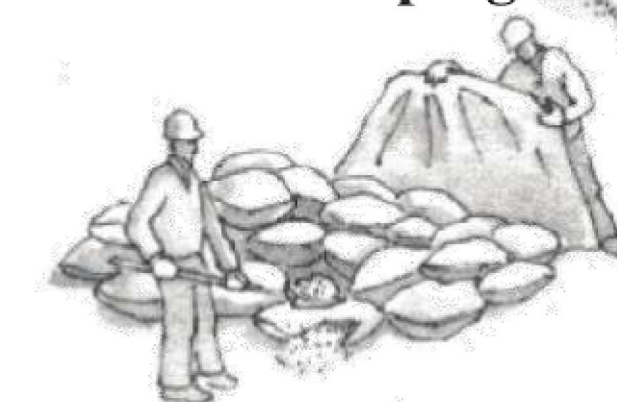
- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



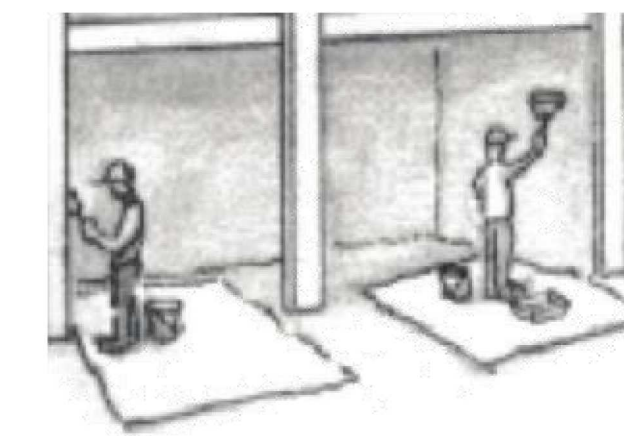
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

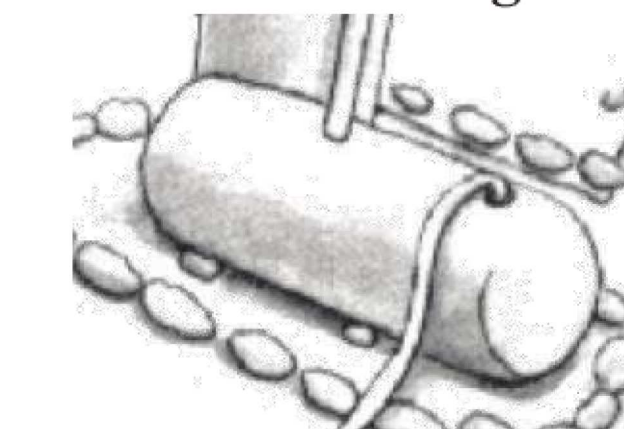
Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

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PLANTING SPECIFICATIONS

SECTION 02920
SOIL PREPARATION AND LANDSCAPE FINISHED GRADING

PART 1 – GENERAL

1.1 PROTECTION

- A. Protect landscaping and other features remaining as final work.
B. Protect existing structures, fences, roads, sidewalks, paving, curbs, trees and shrubs.
C. Exercise extreme care in excavating and working near existing utilities. Verify the location and condition of all utilities. Repair any damage to existing utilities or adjacent properties caused by or during the performance of work at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Imported topsoil: Friable loam "Colma Sand" or equal, free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter; acidity range (pH) of 5.5 to 7.5 containing a minimum of four (4) percent and a maximum of 25 percent organic matter obtained from one source.

Provide analysis report including recommendations (from an approved soils laboratory) of imported topsoil to Landscape Architect for approval prior to delivery of any imported topsoil to the site.

- B. Soil amendments for backfill mix: Nutrient substances, conditioners and organic materials, as follows **(or as specified in the Soils Analysis Report)**: Organic material shall be nitrogen-fortified wood residual as follows: Particle size: Min. 95% passing 4 mesh screen, Min. 80% passing 8 mesh screen. Nitrogen content 0.5% based on dry weight for redwood sawdust; 0.7% based on dry weight for fir sawdust; 1.0% based on dry weight for fir or pine bark.

Pine sawdust is not acceptable.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section. Notify Landscape Architect in writing of any irregularities before beginning work.
B. Beginning work of this Section means acceptance of existing conditions.

3.2 SUBSOIL PREPARATION FOR AREAS TO RECEIVE IMPORTED TOPSOIL OR AMENDED EXISTING TOPSOIL FROM STOCKPILE

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, and stones in excess of 1 (one) inch in size. Remove subsoil contaminated with petroleum products.
B. Scarify subgrade to depth of 6' where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.3 PLACING TOPSOIL

- A. Place topsoil as required to bring elevations to finish grade.
B. Use topsoil in relatively dry state. Place during dry weather.
C. Fine grade topsoil eliminating rough or low areas.
D. Remove stone, roots, grass, weeds, debris and foreign material while spreading.
E. Remove surplus topsoil from site.

3.4 AMENDMENT OF EXISTING TOPSOIL IN PLACE

- A. Grade of topsoil after amendment shall match existing grade prior to cultivation and amendment. Thoroughly mix amendment materials into the top six inches of topsoil by hand-cultivating.
B. Amend existing topsoil in relatively dry state.
C. Fine grade topsoil eliminating rough or low areas.
D. Remove stones, roots, grass, weeds, debris and foreign material while incorporating amendments.

3.5 TOLERANCES

- A. Top of Amended Topsoil: Shrub and Groundcover beds: Min. 1' below adjacent paved areas and header boards.

END OF SECTION

SECTION 02950
PLANTING

PART 1– GENERAL

1.1 SECTION INCLUDES:

- A. Trees, shrubs, vines and groundcover.
B. Mulch and slow-release fertilizer tablets.
C. Wood headers.

1.2 RELATED SECTIONS:

- A. Section 02920 – Soil Preparation and Landscape Finish Grading

1.3 REFERENCES:

- A. ANSI Z601 – Nursery Stock, true to type and name.
B. Applicable standards:
1. An Annotated Checklist of Woody Ornamental Plants of California, Oregon & Washington, latest edition, Univ. of Ca., Div. of Agricultural Sciences.
2. USA Standard for Nursery Stock, latest edition, American Association of Nurserymen

1.4 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Monring Glory, Rush Grass, Mustard, Landsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy, Ragwort, Bermuda Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Johnson Grass, Perennial Sorrel, and Brone Grass.

- B. Plants: Living trees, shrubs, vines and groundcover specified in this Section and described in ANSI Z601.

1.5 QUALITY ASSURANCE:

- A. Nursery: Company specializing in growing and cultivating the plants specified in this Section, with minimum ten (10) years documented experience.

- B. Installer: Company specializing in installing and planting the plants specified in this Section, with minimum five (5) years documented experience. Retain qualified English-literate planting Foreman on the job whenever planting is in progress.

1.6 REGULATORY REQUIREMENTS:

- A. Comply with regulatory requirements for fertilizer and herbicide composition.
B. Plant Materials: Certified by CA State Department of Agriculture. Described by ANSI Z601, free of disease or hazardous insects.
C. Comply with all applicable Federal, State, and local codes and regulations pertaining to use, storage, and disposal of herbicides, pesticides, and other toxic substances.
D. Inspection Certificates required by law shall accompany each shipment of plants and **shall be delivered to the Landscape Architect.**

1.7 DELIVERY, STORAGE AND HANDLING:

- A. Protect plants from sun and wind during transport and on site until planted.
B. Deliver live plant materials immediately prior to placement.
C. Keep plants moist.
D. Deliver plants with legible, waterproof identification labels, stating plant name and size.

1.8 SEQUENCING AND SCHEDULING:

- A. Coordinate the work of this Section with installation of underground irrigation system and utilities, and with the work of other trades.

B. Within 30 days after award of Contract, submit documentation that all plant materials have been ordered.

1.9 WARRANTY:

- A. Provide a warranty, including coverage from death or unhealthy conditions, on all plants one-gallon size and larger, for a minimum of one year, including one continuous growing season.
B. Any delay in completion of the planting operations which extends the planting into more than one planting season shall extend the Warranty Period correspondingly.
C. Warranty shall commence on date identified in the Certificate of Substantial Completion, to be provided by the Landscape Architect.
D. Replacements: plants of same size and species as specified, with a new warranty commencing on date of replacement.

Part 2 – PRODUCTS

2.1 SUBSTITUTIONS:

A. Substitutions will not be permitted, except as follows: If proof is submitted to the Landscape Architect that any plant specified is not available, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of Contract price. Such proof shall be substantiated and submitted in writing by the Contractor within 30 days after effective date of Notice to Proceed. These provisions shall not relieve Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

2.2 PLANT MATERIALS

- A. Quantities given for plant materials are shown for convenience only. Provide plants shown on the Drawings.
B. Trees, shrubs, vines and groundcovers shall be species and size identified in plant schedule, nursery grown in climatic conditions similar to those in locality of the Work as shown on the Drawings.
C. Plants shall be typical of their species or variety, showing normal habits of growth, and be sound, healthy and vigorous, well-branched and densely foliated when in leaf, free of disease, insect pests, eggs or larvae, and have healthy, well-developed root systems.
D. Trees shall have straight trunks with the leader intact, undamaged and uncut. Trees with damaged or crooked leaders, or multiple leaders, unless specified, will be rejected. Trees with abrasions of the bark, sunscalds, disfiguring knots, or fresh cuts of limbs over ¾" which have not completely calloused over will be rejected.
E. Measure all trees and shrubs when their branches are in their normal position. Height and spread dimensions when specified refer to main body of the plant, not to branch or root tip to tip.
F. Do not prune plants prior to Preliminary Inspection and Approval.
G. Container Stock: Grown in containers in which delivered for minimum of six months but not over two years. Samples must be shown to prove that no rootbound condition exists. Any plants which are removed from their containers prior to planting for the purpose of establishing occurrence of rootbound conditions shall be replaced at no additional cost to the Owner.
H. Furnish quantities necessary to complete the Work shown on the Drawings. Quantities on the Plant List, if shown, are given only for the convenience of the Contractor. Any discrepancy in the quantities given in the Plant List shall not entitle the Contractor to additional remuneration.

2.3 BACKFILL MATERIALS:

- A. Slow-release Fertilizer Tablets shall be AGRI-FORM PLANT TABS, placed in the plant pits at the following rates:
1 gallon plants – 1 tablet
5 gallon plants – 2 tablets
15 gallon & 24" box trees – 4 tablets
B. Backfill Mix for all plant materials shall be two parts existing soil from plant pit (including amended topsoil), free of rocks, clods or lumpy material, and one part organic wood residual material **(or as specified in the Soils Analysis Report)**.
C. Organic Material: Nitrogen-fortified wood residual as follows:
Min. 95% passing 4 mesh screen
Min. 80% passing 8 mesh screen
Nitrogen content 0.5% based on dry weight for redwood sawdust
0.7% based on dry weight for fir sawdust
1.0% based on dry weight for fir or pine bark
(Pine sawdust is not acceptable)
D. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of plants.

2.4 MULCH MATERIALS:

- A. Bark Mulch: 3" depth of ¾" to 1-1/2" redwood bark mulch, free of growth- or germination-inhibiting ingredients. Shredded bark ("gorilla hair") is not acceptable.

2.5 ACCESSORIES:

- A. Stakes, ties, wood headers, tree grates and root barriers shall be as shown on the Drawings.

2.6 SOURCE QUALITY CONTROL:

- A. Inspect plant material at source to verify acceptability.

2.7 CERTIFICATION:

- A. Provide certification of inspection by County or other authorities having jurisdiction for approval of plants supplied.

Part 3 – EXECUTION

3.1 EXAMINATION:

- A. Verify that existing conditions are satisfactory for work of this Section to begin. Beginning installation means acceptance of existing conditions.

3.2 PLANTING:

- A. Locate plants as shown on the Drawings for review and final placement by the Landscape Architect prior to digging plant pits. **Provide seven days advance written notice to Landscape Architect prior to delivery and placement of plants, for material inspection and field adjustments.**
B. Set plants vertical.
C. Excavate plant pits with vertical sides as shown on the Drawings.
D. Loosen edges of rootball without disturbing roots before setting plants in pits. Plants shall be subject to inspection by the Landscape Architect at any time prior to Final Acceptance to verify that rootball edges have been loosened. Any plants shown to be planted improperly shall be replaced.
E. Planting Backfill Mix shall be as specified above in PART 2.
F. Mix all planting backfill mixtures on site and stockpile for use.
G. Set plants in center of pits, plumb and straight, with root crown at such elevation that after settlement, plant crown shall be one inch above surrounding finish grade elevation.
H. When plants are set, tamp backfill mix around base of rootball to fill all voids.
I. When plant pits have been backfilled approximately ¾ their depth, water thoroughly before installing remainder of backfill mix to top of pit. Avoid creating air pockets.
J. Form earth berm for watering basin at outside edge of rootball.
K. Groundcover Planting: Lightly cultivate groundcover areas and plant plants at spacing specified. Water thoroughly immediately following planting, taking care to avoid erosion.
L. When planting areas are dry enough to walk on, apply pre-emergent herbicide, in accordance with manufacturer's instructions.
M. Immediately after planting operations are complete, mulch all planting areas to depth of two inches.

3.3 INSTALLATION OF ACCESSORIES:

- A. Install wood headers, stakes, tree grates, ties and root barriers as shown on the Drawings.

3.4 PLANT SUPPORT:

- A. Set plants vertically with tree stakes or guys as shown on the Drawings. Loop tree ties sufficiently large, and provide guys sufficiently long, to allow for two years' growth of tree. Stake and guy immediately after planting.

3.5 PRELIMINARY INSPECTION AND APPROVAL:

- A. Request a preliminary inspection of all planting upon completion of work. **Notify the Landscape Architect at least 2 days prior to inspection date.** No partial approvals will be given. Completed work must be to the satisfaction of the Landscape Architect.
B. Perform any work requiring corrective action in the judgement of the Landscape Architect within fourteen days after the Preliminary Inspection, in accordance with the Drawings and Specifications, and at no additional cost to the Owner.

3.7 FINAL INSPECTION:

- A. Inspection of planting and related work shall be made at the Contractor's request upon completion of all work.
B. Notify the Landscape Architect at least 2 days prior to inspection date. Inspection and approval of the completed work establishes the beginning of the Warranty Period.

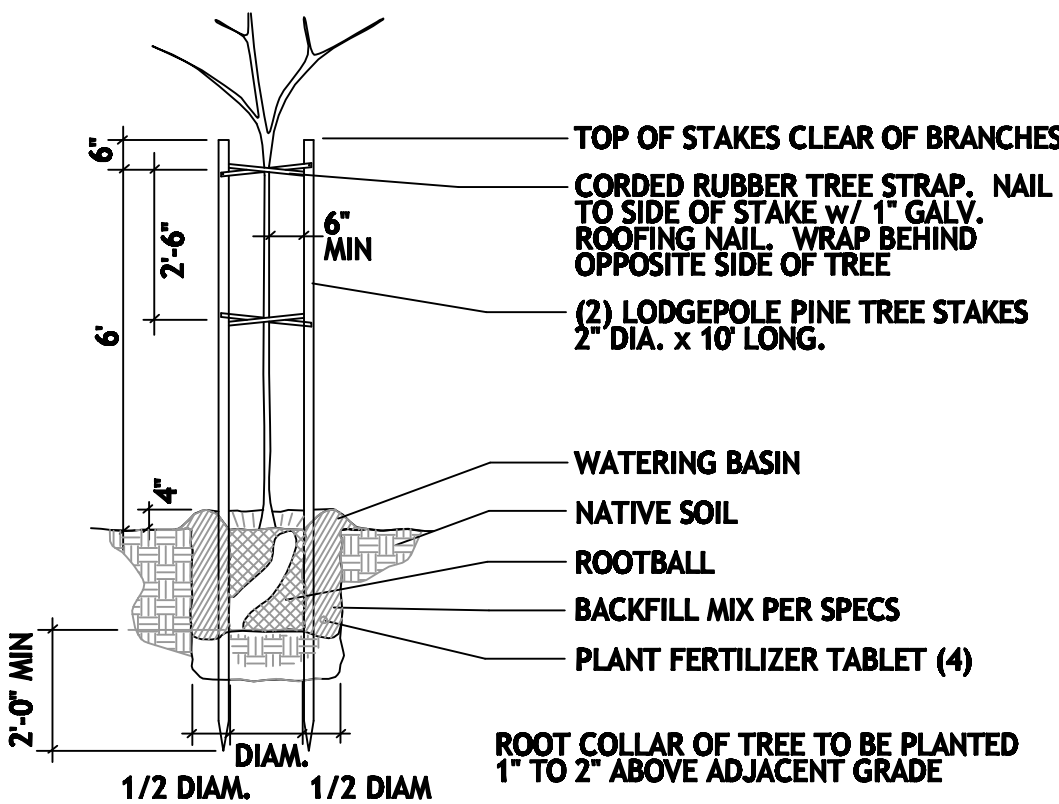
3.8 FINAL ACCEPTANCE:

- A. The work under this Contract will be accepted by the Owner and the Landscape Architect upon the satisfactory completion of all work, exclusive of the warranty replacement of plant materials.

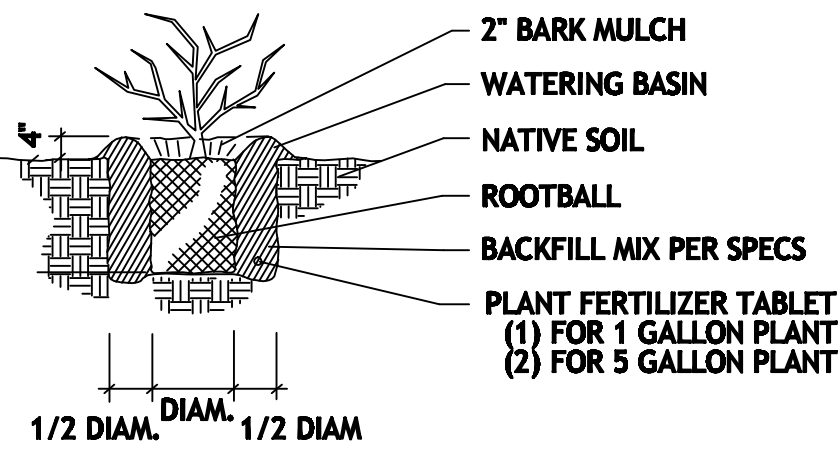
3.9 CLEAN-UP:

- A. Perform the Work under this Section so as to keep affected portions of the site neat, clean and orderly at all times. Upon completion of the Work of this Section, remove immediately all surplus materials, rubbish, and equipment associated with or used in the performance of this Work.

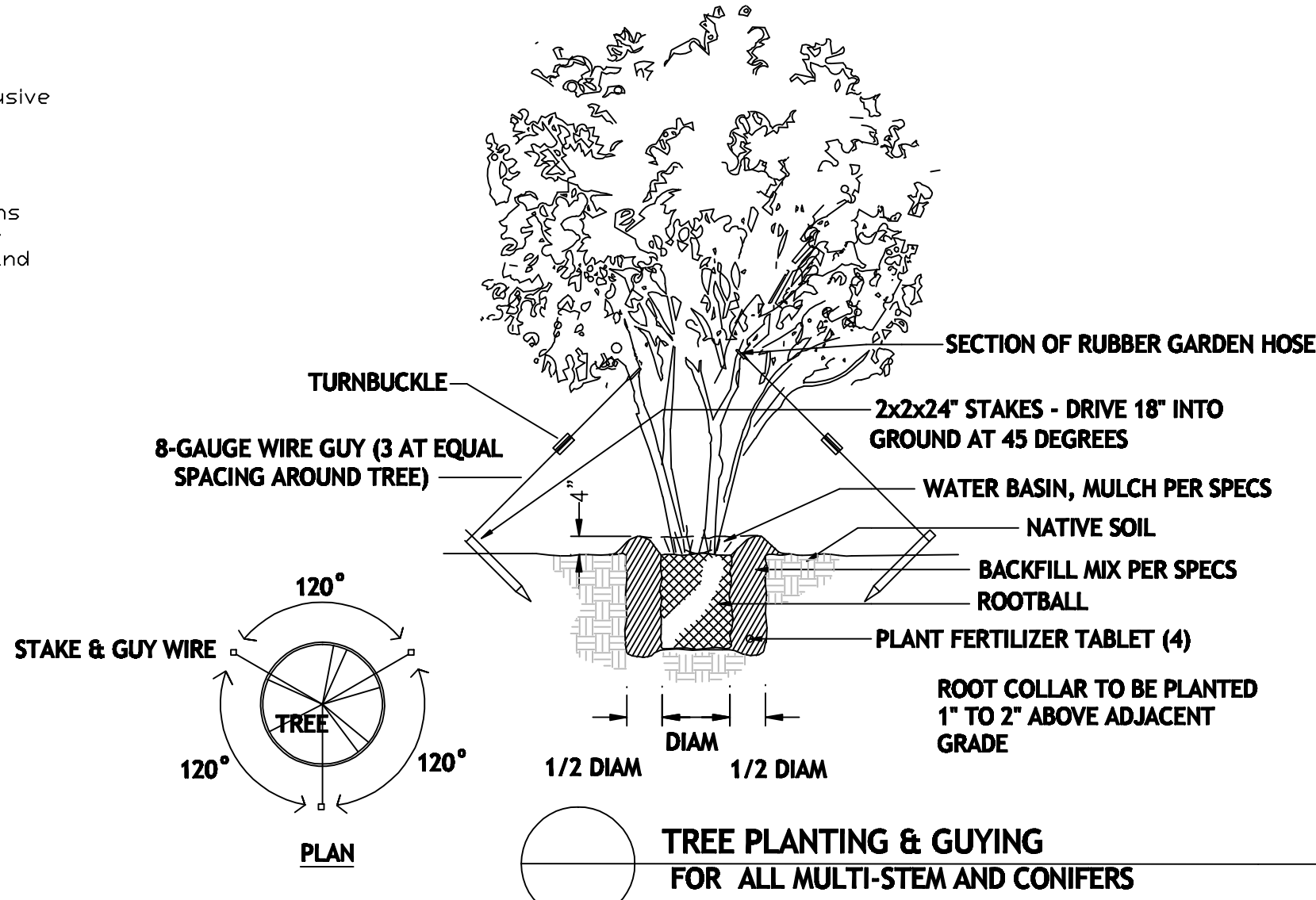
END OF SECTION



TREE PLANTING & STAKING



SHRUB PLANTING



TREE PLANTING & GUYING
FOR ALL MULTI-STEM AND CONIFERS



1301-1311 WOODSIDE RD.
REDWOOD CITY, CA 94061
PLANTING SPECIFICATIONS & DETAILS

REVISIONS	BY

Christopher Tigh
Landscape Architect
516 S. Shoreline Blvd., Mountain View, CA 94041
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1301 - 1311 WOODSIDE RD., REDWOOD CITY, CA 94061

PLANTING SPECIFICATIONS & DETAILS

Planning Review
DATE: 3/2/20
SHEET

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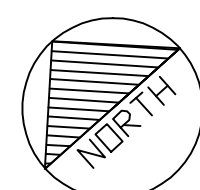
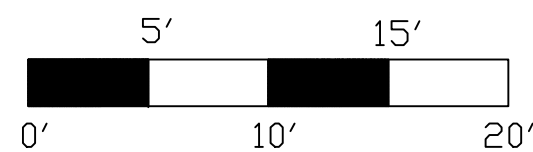
1 - Low (tree bubblers) 81 SF
2 - Low, 397 SF
3 - Low, 605 SF
4 - Low, 495 SF
5 - Low, 1038 SF
6 - Mod, 632 SF
7 - Mod, 271 SF
8 - Mod, (tree bubblers) 32 SF
9 - Mod, 111 SF
10 - Mod, (tree bubblers) 32 SF
11 - Mod, 83 SF
12 - Mod, (tree bubblers) 48 SF
13 - Mod, 81 SF
14 - Mod, 32 SF
15 - Mod, (tree bubblers) 84 SF
16 - Mod, 84 SF
17 - Mod, (tree bubblers) 32 SF
18 - Mod, 84 SF
19 - Mod, (tree bubblers) 32 SF

```

Total SF of irrigated landscape = 4254 SF



**HYDROZONE PLAN
1301-1311 WOODSIDE RD.
REDWOOD CITY, CA 94061**

[illegible]

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1301 - 1311 WOODSIDE RD., REDWOOD CITY, CA 94061
HYDROZONE PLAN

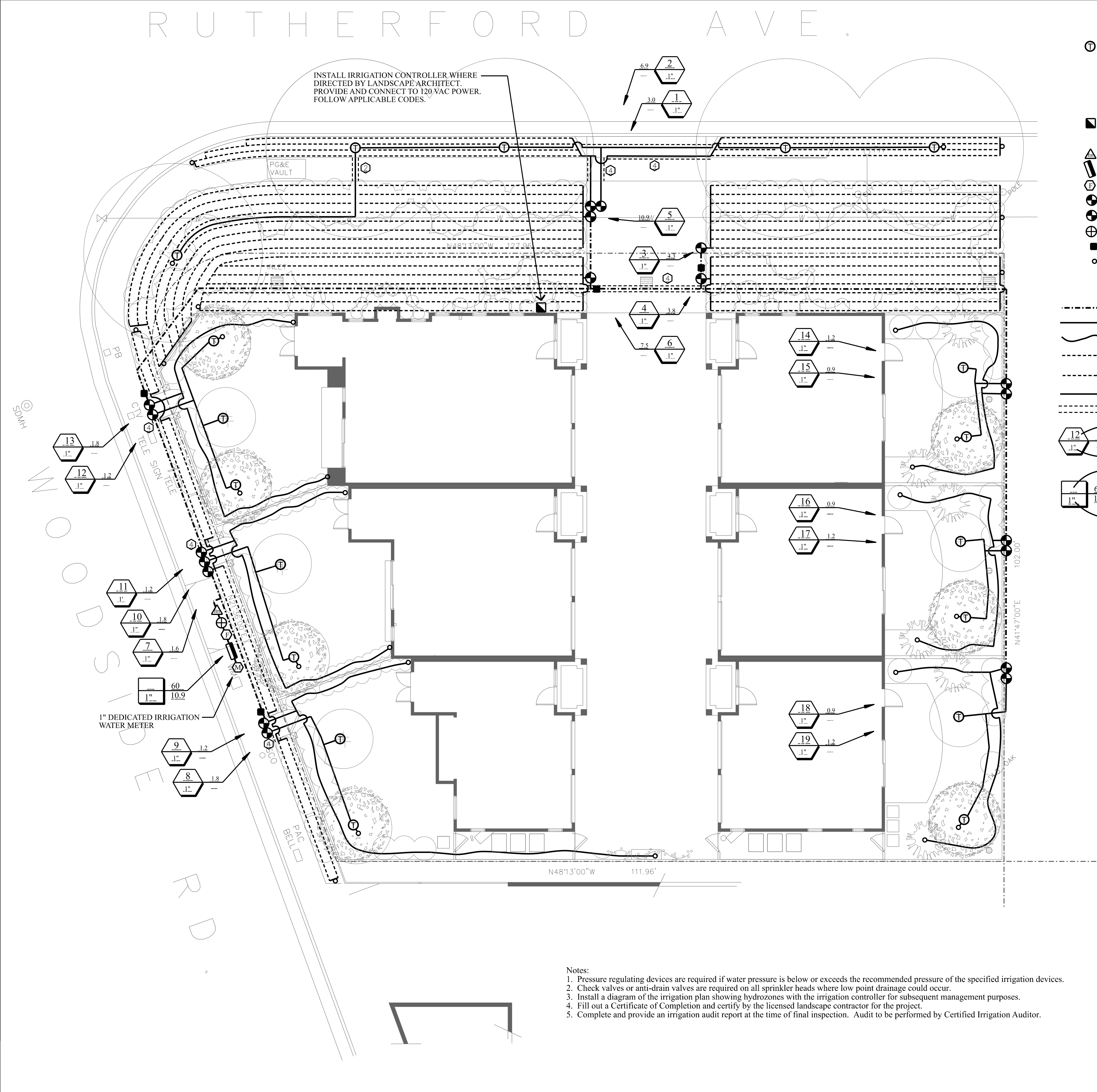
Planning Review

DATE: **3/2/20**

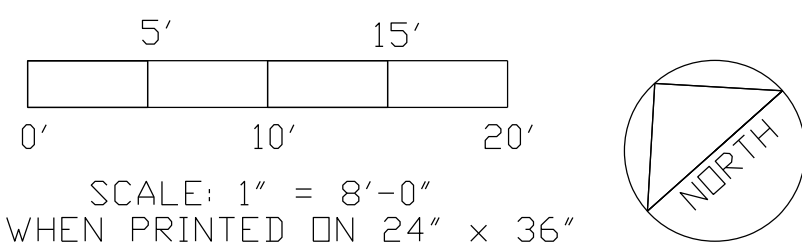
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IRRIGATION LEGEND				
Description	MANUF.	Item Number	Misc. Info.	GPM
Tree Emitter Layout		See details		
Root Watering System	Rainbird	RWS (see tree emitter detail)	18", PCT-10 Emitter	
Emitter	Rainbird	PC-05PC	see tree emitter detail	5 gph
Emitter	Rainbird	PC-18PC	see tree emitter detail	18 gph
Emitter	Rainbird	XB206	multi outlet emitter/ 2 gph per outlet	2 gph
Controller	Hunter	PRO-HC	w/ Hydrawise Software	
Rain Sensor	Hunter	Mini-Clík	Connect to Controller	
Flow Sensor	CST	FDI-T10-001	1" Flow Meter, connect to controller	0.86-52
Backflow Preventer	Wilkins	975XL2U	1"	
Filter	Amiad	Super 1"		
Control Zone Kit	Rainbird	XCZ-100-PRB-COM	Zones between 5 and 15 gpm.	
Control Zone Kit	Rainbird	XCZ-75-PRF	Zones under 5 gpm	
Master Valve	Griswold	2000 Series	Normally Closed, line size	
Quick Coupling Valve	Rainbird	44NP		
Emitter Flush Valve	Netafim		Automatic Flush	
Emitter Air Relief Valve	Netafim		At all high points of emitter zones	
Emitter Pop-up Indicator	Rainbird	OPERIND	One at end of each zone	
Main Line Pipe		Schedule 40		
Lateral Line Pipe		Schedule 40		
Emitter Line Pipe		AR Flexible PVC	1"	
In Line Emitter Tubing	Rainbird	XFS-09-12 Sub-Surface Dripline w/ copper shield	12" pipe spacing - Scaevola area only	0.9 GPH
In Line Emitter Tubing	Rainbird	XFS-09-18 Sub-Surface Dripline w/ copper shield	18" pipe spacing	0.9 GPH
Drip Line Header	Rainbird	XQF-10 Dripline Header		
Sleeve		Schedule 40	w/ size	
Controller / Station No.				
GPM / Zone				
Valve Size				
Existing Pressure				
Min. Design Pressure				
Max. System GPM				
Backflow Size				



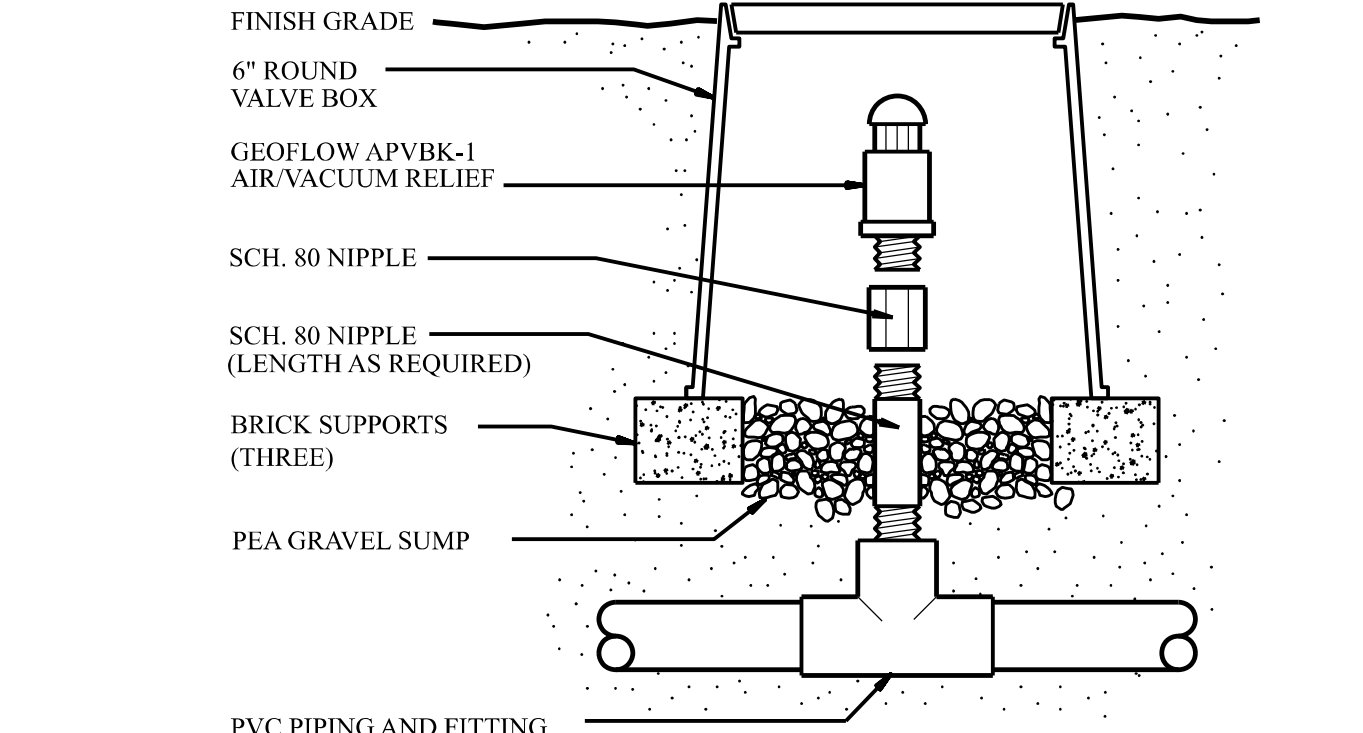
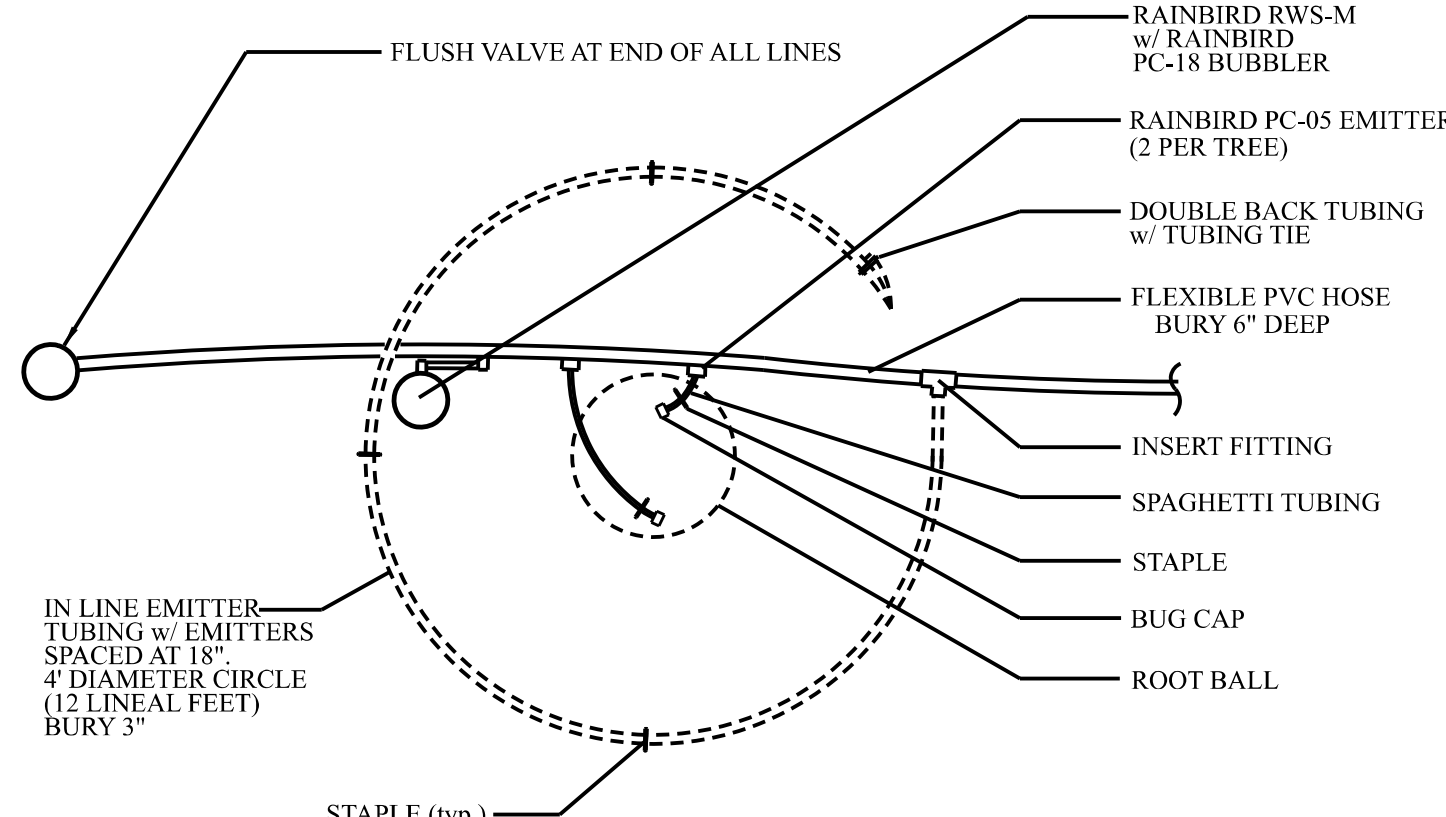

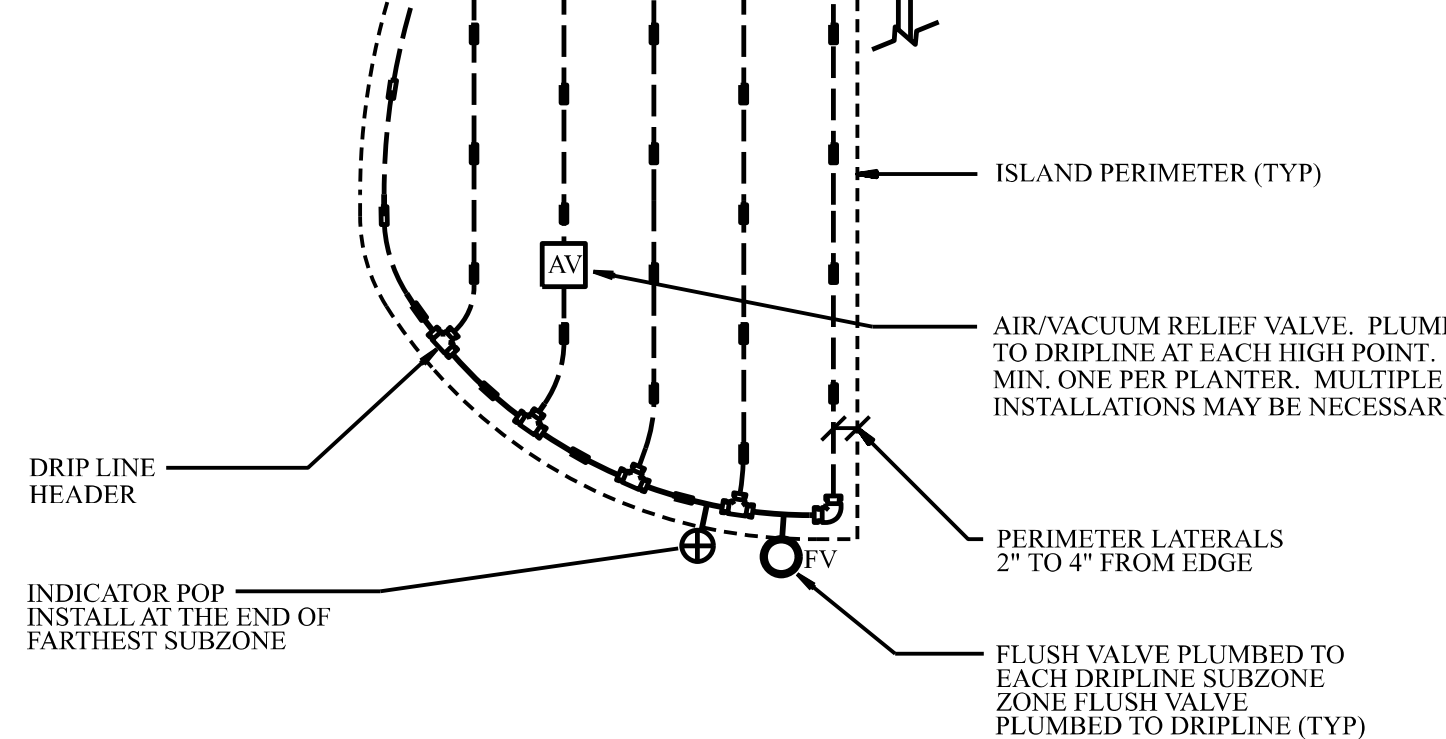

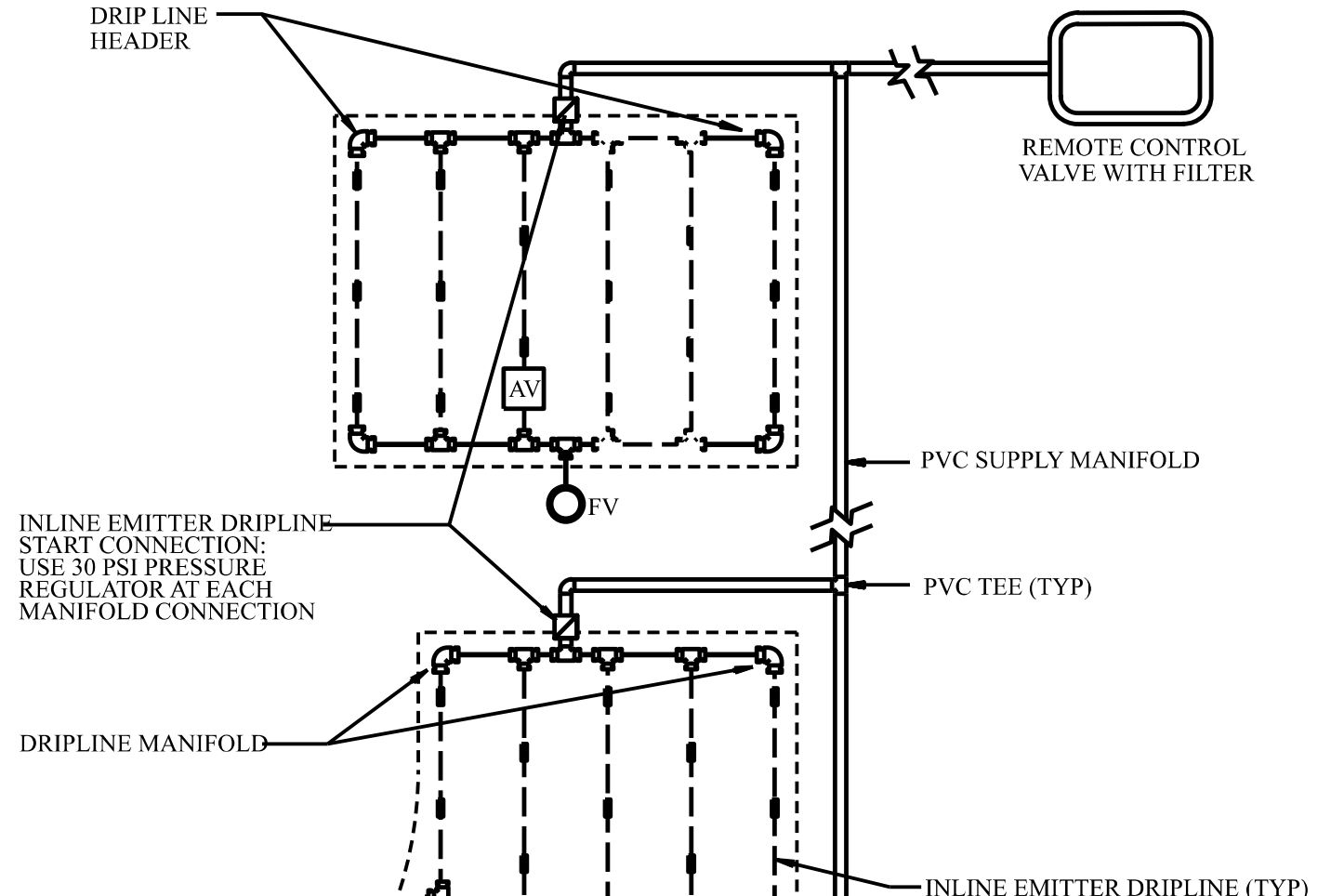
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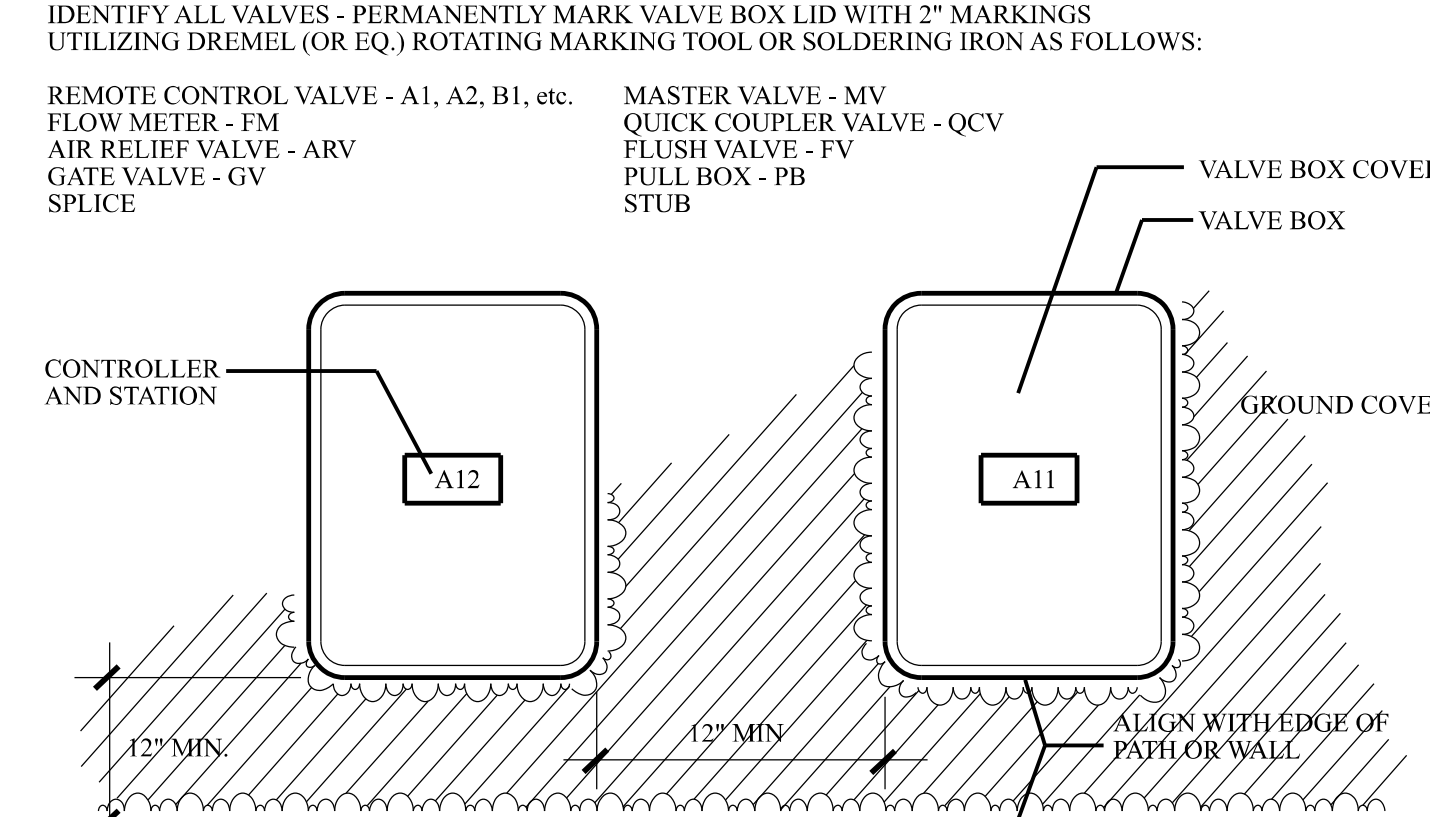

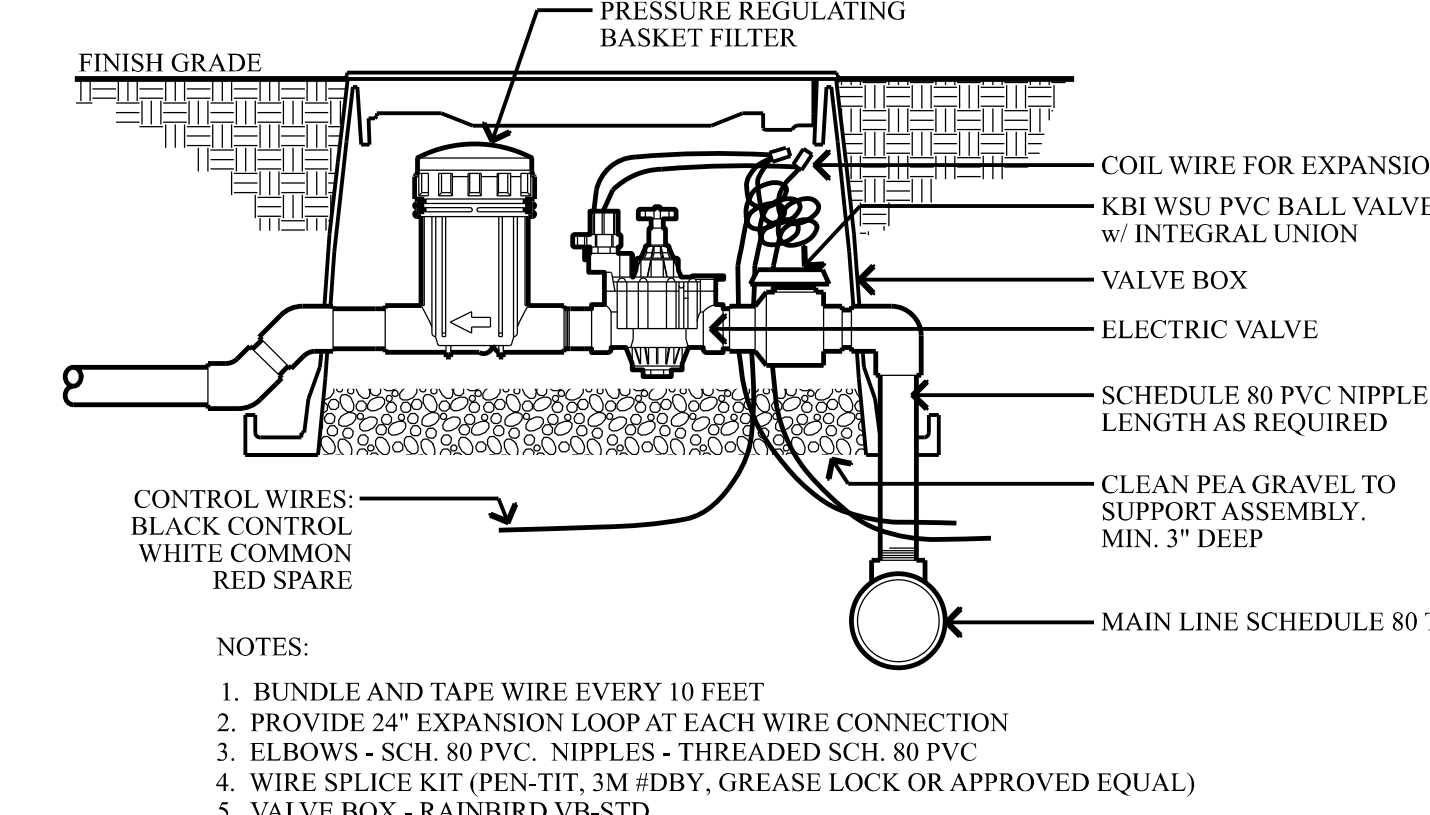
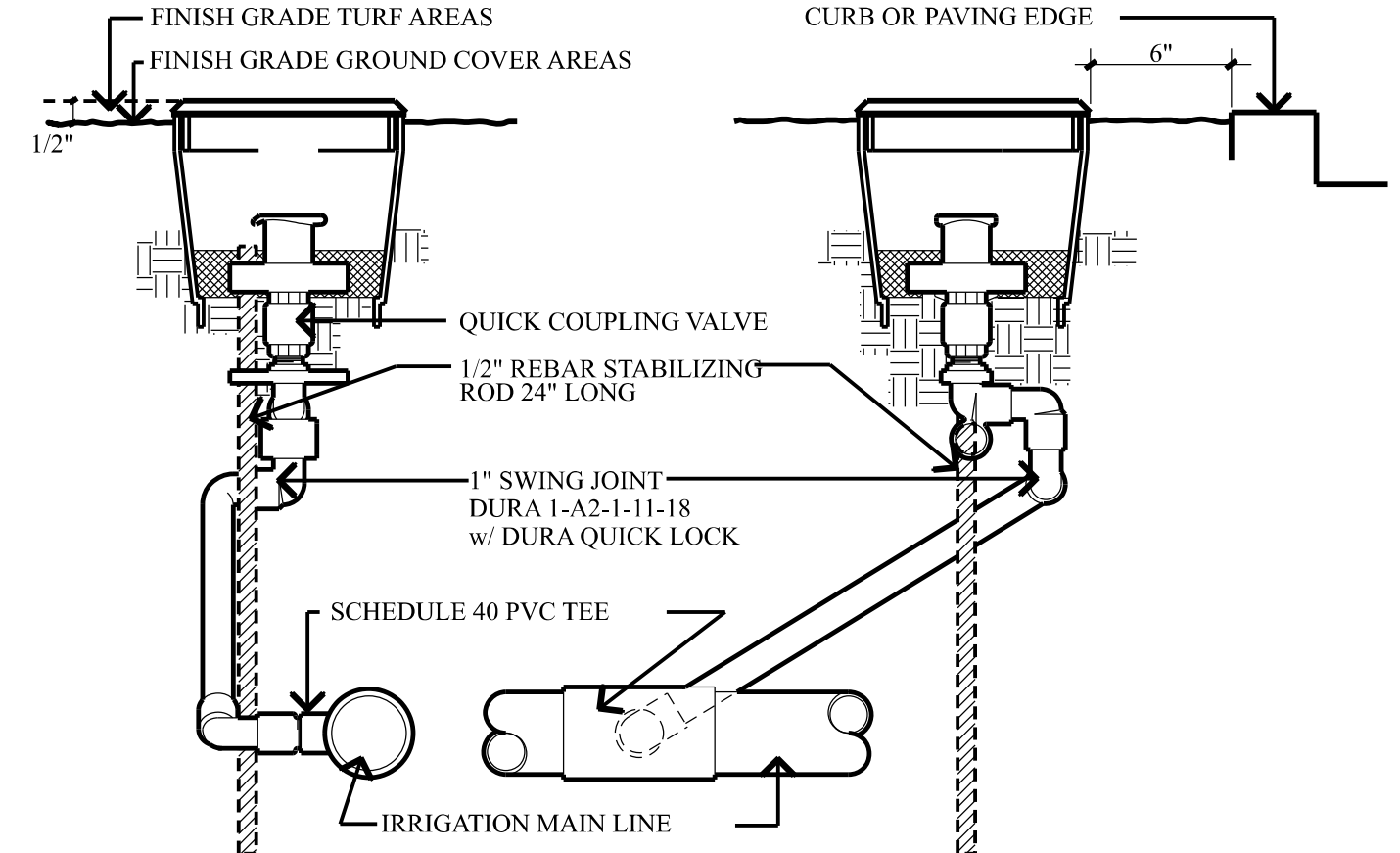

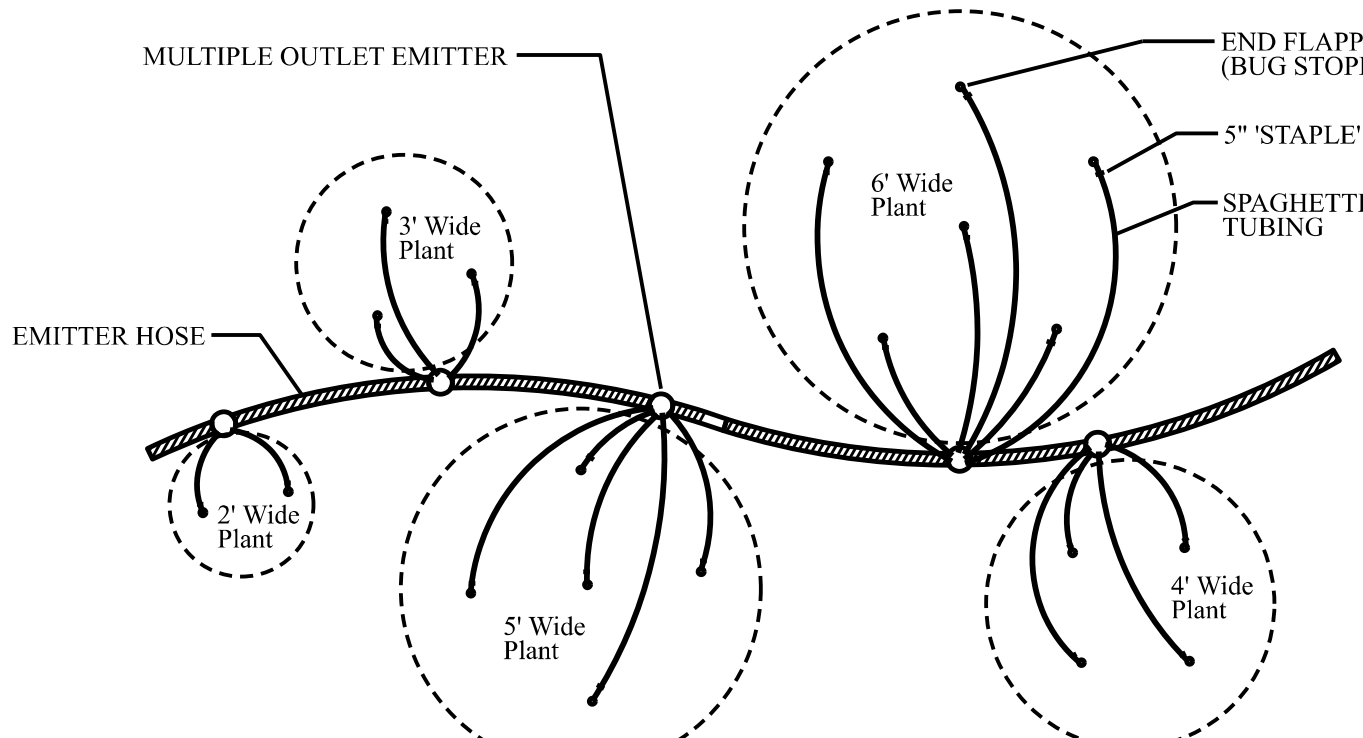

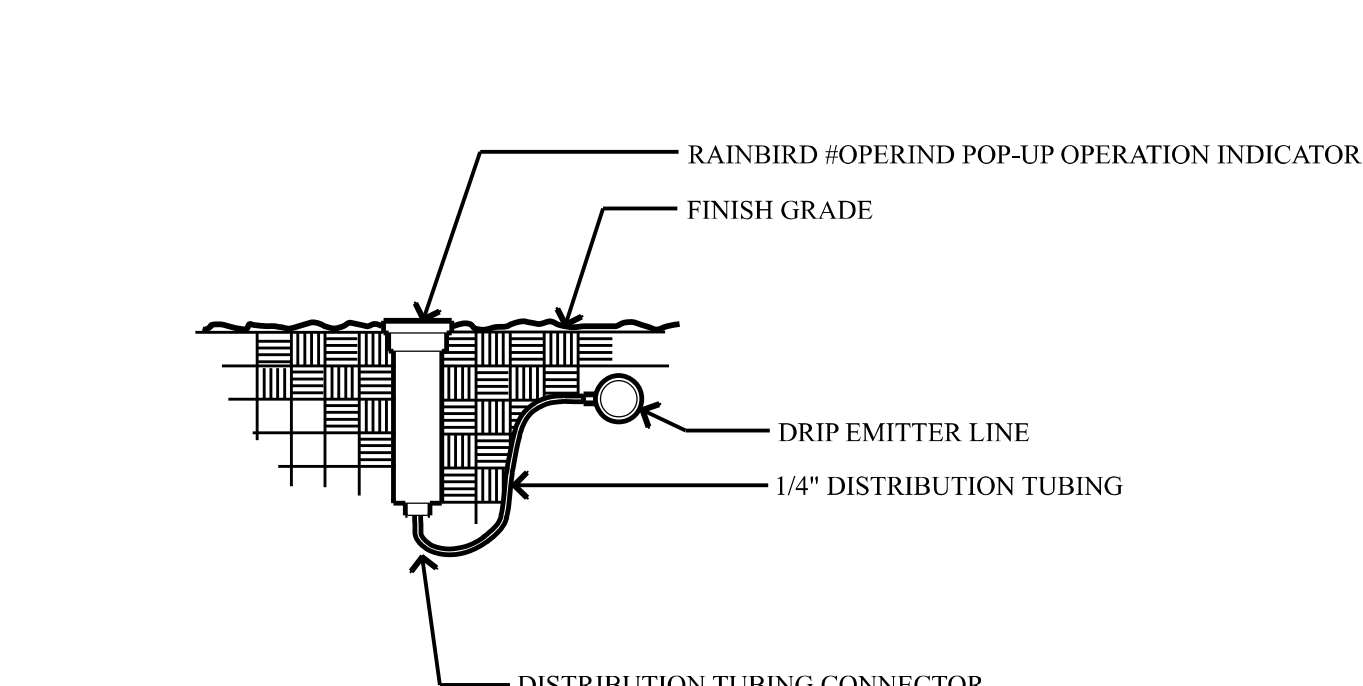

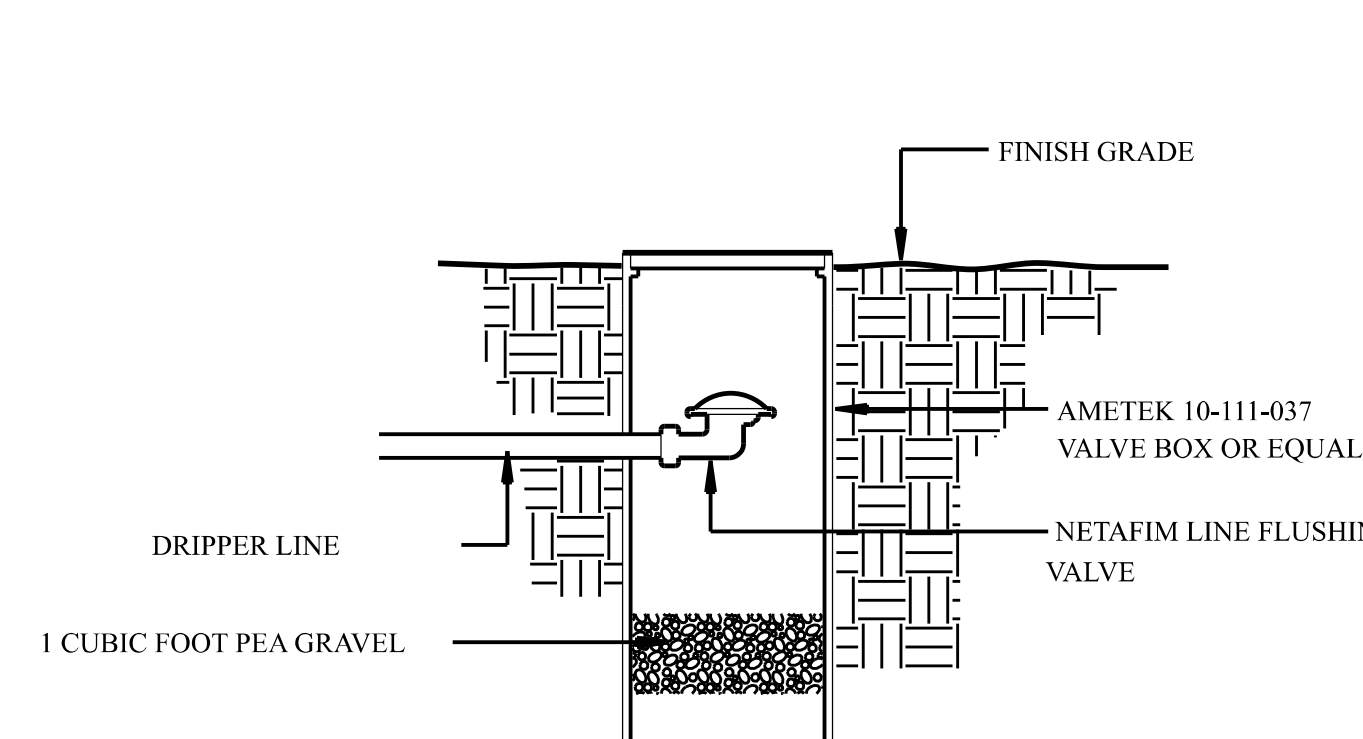
1301 - 1311 WOODSIDE RD., REDWOOD CITY, CA 94061
IRRIGATION PLAN

PLANNING REVIEW
DATE: 3/2/20
SHEET
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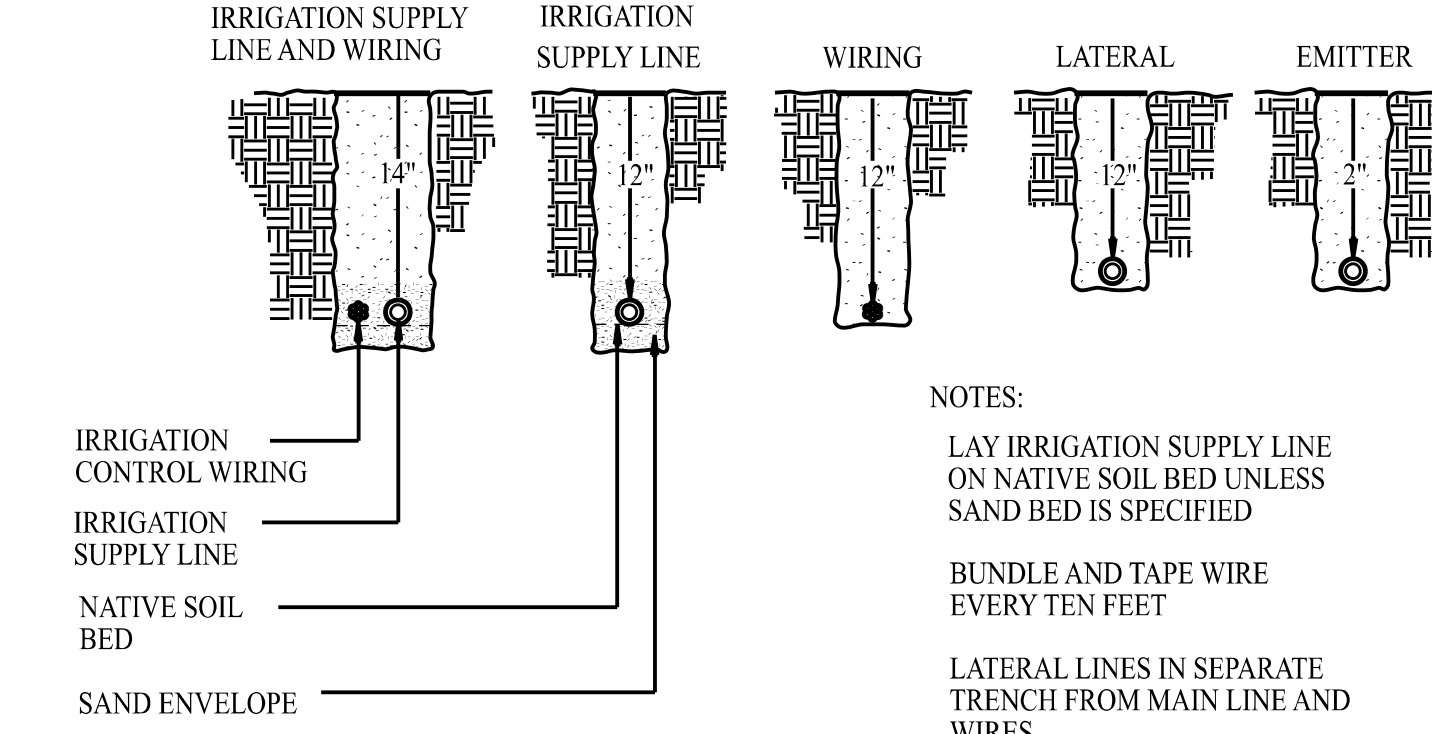

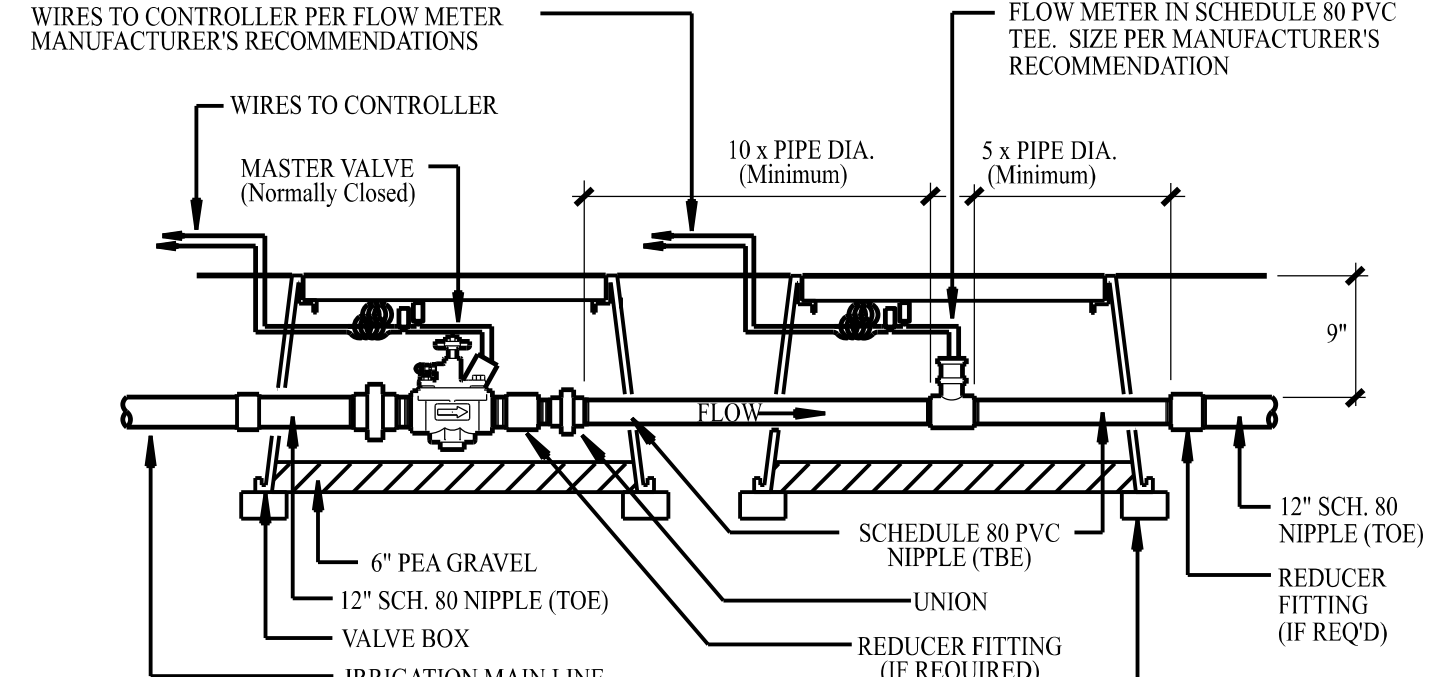
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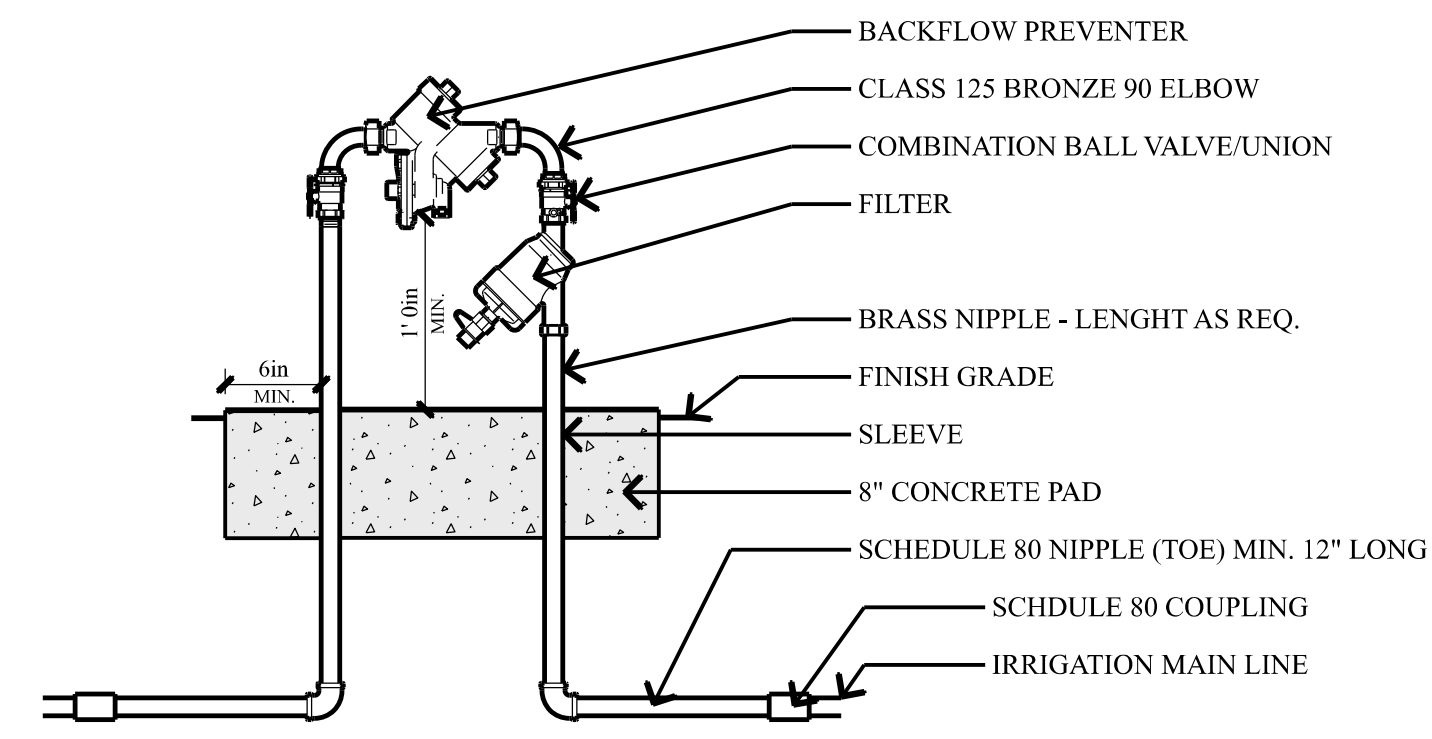
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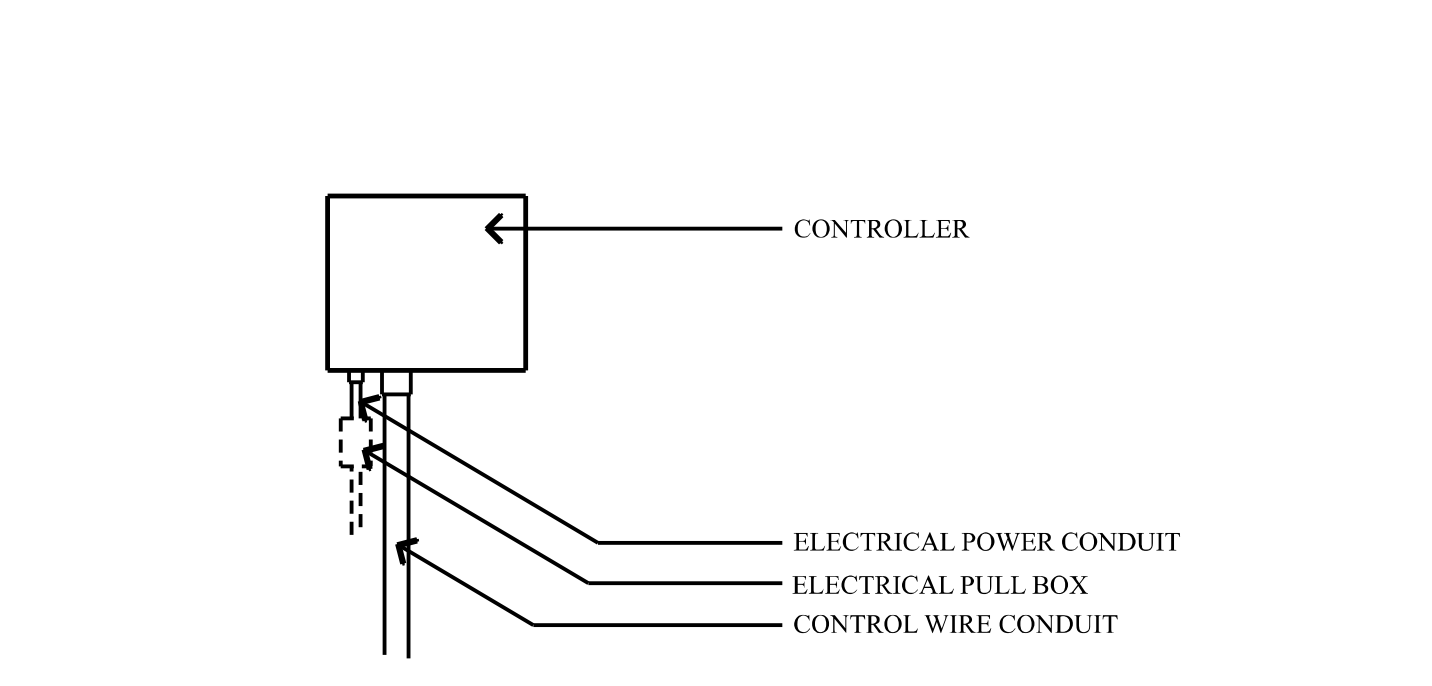
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IRRIGATION DETAILS

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WOODSIDE RD., REDWOOD CITY, CA 94061
 PUBLIC ATION PLAN

PLANNING REVIEW

DATE: 3/2/20

SHEET

L-5

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Maximum Applied Water Allowance (MAWA)

$$(Eto)(0.62)[(0.45 \times LA(Landscape\ Area)) + (0.55 \times SLA(Special\ Landscape\ Area))] = 56,574$$

Eto =	39.0	Water Use Percentage of Area	
Factor =	0.62	No Water Area	0 0.0%
LA =	4,254	Low Water Area	0 0.0%
SLA =	0	Mod. Water Area	0 0.0%
		High Water Area	0 0.0%
		No and Low water area = 0.0%	

Estimated Total Water Use (ETWU)

$$(Eto)(0.62)((PF \times HA/IE) + SLA) = 47,106$$

$$Total\ Area = 4,254$$

Hydrozone Type	Valve Number	Irrigation Method	Plant Water Use Type	Hydrozone Area (HA)	Percent of Landscape	Plant Factor (PF)	Special Landscape Area (SLA)	Irrigation Efficiency (IE)	PF x HA	ETWU	MAWA	Over/ Under MAWA	App. Rate In./Hr.	Operating Pressure PSI
Trees	1	Drip	Low	81	1.9%	0.3	0	0.81	24	725	1,077	352	1.76	30
Ground Cover	2	Drip	Low	397	9.3%	0.3	0	0.81	119	3,555	5,280	1,724	1.76	30
Shrubs	3	Drip	Low	605	14.2%	0.3	0	0.81	182	5,418	8,046	2,628	1.76	30
Shrubs	4	Drip	Low	495	11.6%	0.3	0	0.81	149	4,433	6,583	2,150	1.76	30
Shrubs	5	Drip	Low	1,038	24.4%	0.3	0	0.81	311	9,296	13,804	4,508	1.76	30
Shrubs	6	Drip	Low	632	14.9%	0.3	0	0.81	190	5,660	8,405	2,745	1.76	30
Shrubs	7	Drip	Mod	271	6.4%	0.6	0	0.81	163	4,854	3,604	1,250	1.76	30
Trees	8	Drip	Mod	32	0.8%	0.6	0	0.81	19	573	426	148	1.76	30
Shrubs	9	Drip	Mod	111	2.6%	0.6	0	0.81	67	1,988	1,476	512	1.76	30
Trees	10	Drip	Mod	32	0.8%	0.6	0	0.81	19	573	426	148	1.76	30
Shrubs	11	Drip	Mod	83	2.0%	0.6	0	0.81	50	1,487	1,104	383	1.76	30
Trees	12	Drip	Mod	48	1.1%	0.6	0	0.81	29	860	638	221	1.76	30
Shrubs	13	Drip	Mod	81	1.9%	0.6	0	0.81	49	1,451	1,077	374	1.76	30
Trees	14	Drip	Mod	32	0.8%	0.6	0	0.81	19	573	426	148	1.76	30
Shrubs	15	Drip	Mod	84	2.0%	0.6	0	0.81	50	1,505	1,117	387	1.76	30
Shrubs	16	Drip	Mod	84	2.0%	0.6	0	0.81	50	1,505	1,117	387	1.76	30
Trees	17	Drip	Mod	32	0.8%	0.6	0	0.81	19	573	426	148	1.76	30
Shrubs	18	Drip	Mod	84	2.0%	0.6	0	0.81	50	1,505	1,117	387	1.76	30
Trees	19	Drip	Mod	32	0.8%	0.6	0	0.81	19	573	426	148	1.76	30
				4,254			0			47,106	56,574	9,468		

IRRIGATION NOTES

- LOCATE AND CLUSTER VALVES NEXT TO PATHWAYS WHERE POSSIBLE, SO THAT REPAIRS CAN BE MADE FROM THE PAVED SURFACE. OBTAIN APPROVAL OF LOCATION FROM LANDSCAPE ARCHITECT
- VALVE BOX COVERS IN VALVE BOXES TO BE BLACK IN COLOR. ARCHITECT
- INSTALL CONTROLLERS WHERE DIRECTED BY LANDSCAPE ARCHITECT
- MAP EACH ZONE AND GRAPHICALLY SHOW THE LOCATION OF EACH ZONE ON A PLASTIC ENCLOSED 8" X 11" CARD.
- MAKE WIRE SPLICES WITH 3M DRY SPLICE KITS.
- USE 14GAUGE WIRE BETWEEN CONTROLLER AND VALVES. TAG EACH WIRE AT CONTROLLER WITH VALVE NUMBER.
- WIRE COLOR AS FOLLOWS:
COMMON-WHITE CONTROLLER 'A' – RED
- INSTALL ONE (1) SPARE CONTROLLER WIRE FOR EACH VALVE CLUSTER ALONG THE ENTIRE MAINLINE. SPARE WIRES SHALL BE THE SAME COLOR WITH A WHITE STRIPE AND OF A DIFFERENT COLOR THAN OTHER CONTROLLER WIRES. LOOP 36 " EXCESS WIRE INTO EACH STAND ALONE VALVE BOX.
- INSTALL METALLIC PURPLE LOCATOR TAPE OVER MAINLINES NO LESS THAN 12 INCHES BELOW FINISH GRADE.
- INSTALL MAINLINE PVC PIPE USING HEAVY BODIED GRAY PVC GLUE, IPS CORP. 2711 OR APPROVED EQUAL, AND PREPARE WITH PURPLE PRIMER.
- INSTALL 1/2 INCH MESH GALVANIZED WIRE BELOW EACH VALVE BOX, INCLUDING THOSE FOR QUICK COUPLING VALVES, MASTER VALVE, FLOW SENSOR AND WIRE SPLICES. ENCIRCLE THE VALVE BOX WITH WIRE MESH SO THAT IT CANNOT BE FILLED WITH DIRT BY GOPHERS.
- VERIFY WORKING WATER PRESSURE. REPORT FINDINGS TO OWNER AND RECEIVE WRITTEN PERMISSION TO PROCEED, BEFORE BEGINNING CONSTRUCTION.
- CONNECT CONTROLLER TO IRRIGATION SYSTEM. PROVIDE ALL EQUIPMENT, PARTS AND CONNECTIONS NECESSARY FOR COMPLETE CONNECTION TO CONTROLLER.
- BORE UNDER EXISTING SIDEWALKS. INSTALL SLEEVES FOR IRRIGATION PIPING AND WIRES. DO NOT REMOVE EXISTING PAVING UNLESS OTHERWISE SPECIFIED.
- PERFORM BACKFLOW TEST BY CERTIFIED CALIFORNIA NEVADA SECTION (A WWA) BACKFLOW PREVENTION TESTER AND PROVIDE DOCUMENTATION TO OWNER.
- INSTALL WIRE FROM CONTROLLER TO FLOW SENSOR AND MASTER VALVE IN CONDUIT.



IRRIGATION NOTES

REVISIONS

BY

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1301 - 1311 WOODSIDE RD., REDWOOD CITY, CA 94061

IRRIGATION PLAN

PLANNING REVIEW

DATE: 3/2/20

SHEET

L-6



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT I

July 11, 2019

Moshe Dinar
PO Box 70601
Oakland, CA 94612

Dear Mr. Dinar:

SUBJECT: Summary of County Comments and Comments/Questions Received at a Major Development Pre-Application Public Workshop on June 3, 2019
County File Number: PRE 2018-00054

Thank you for your participation in the public workshop held on June 3, 2019 at the San Mateo County Government Center at 455 County Center, Room 101 in Redwood City, regarding the Merger and Major Subdivision of two parcels (APNs 069-311-340, 069-311-250) located at 1301 and 1311 Woodside Road in the unincorporated Sequoia Tract of San Mateo County. The subject parcels, currently zoned R-1/S-74 (One-Family Residential; S-74 Combining District), are proposed to be re-zoned to R-3/S-3 (Multiple-Family Residential; 5,000 square foot minimum parcel size) to allow for higher density housing. You provided conceptual plans for six (6) three-story townhomes (18,550 sq. ft. total) to illustrate potential development under the proposed R-3/S-3 Zoning. The two (2) existing single-family residences are proposed to be demolished. The project was redesigned from a 10-unit apartment building based on comments received at pre-application public workshop held on June 21, 2017 (PRE2017-00012).

The information and comments exchanged are invaluable in fostering an understanding of the surrounding community's concerns and comments about the project. The purpose of this letter is to summarize the comments received at the workshop and include additional comments received from the County and other reviewing departments and interested parties.

Besides the applicant, there were about 30 members of the public in attendance at the meeting (18 of which signed the meeting "Sign-In" sheet). Prior to the meeting, staff received an email from one interested neighbor expressing concern about the project, mainly regarding density.

SUMMARY OF CONCERNS REGARDING THE PROJECT

Generally, interested members of the public in attendance at the meeting expressed concerns regarding the proposed re-zoning. There was a strong consensus that the project would negatively impact the community and neighborhood as supported by the comments listed below:



1. **Single-Family Homes on Substandard Lots:** Members of the public suggested subdividing the parcels to create lots for multiple single-family detached homes in lieu of the proposed six townhouses. One neighbor specifically noted that four lots would present the ideal configuration and that many of the lots in Sequoia Tract historically were and still are approximately 2,550 square feet.

Staff Input: Accounting for the combined square footage of both parcels at 13,068 sq. ft., the existing zoning, R-1/S-74, would not allow for more than two lots which would be the same as the existing condition. Each lot in the R-1/S-74 Zoning District must be a minimum of 5,000 square feet. In addition, in light of the County Second Unit Regulations, four dwelling units could be achieved without the need for a subdivision although the units could not be individually sold. A re-zoning to a Planned Unit Development (PUD) would be necessary to create lots which are less than 5,000 sq. ft. in size.

2. **Zoning and Property Rights:** Comments were raised that the proposed rezoning is not in compliance with the intent of the S-74 Zoning Regulations which were specifically passed to reduce the size and bulk of the structures in Sequoia Tract. Comments questioned the precedent and reasoning for R-3 Zoning in Sequoia Tract.

Staff Input: When examining the zoning in the unincorporated Sequoia Tract area, the proposed rezoning of the two subject parcels would be consistent with the general multi-family zoning concentrated on Woodside Road. These parcels are among the few remaining along Woodside Road in the vicinity of the project site that are zoned for a single-family residential use. While the County's General Plan (Policies 8.1, 8.3, 8.15, and 8.31) and Housing Element (Policies HE 17 and HE 44) generally encourage the exploration of opportunities for multi-family residential development in urban neighborhoods and along major corridors such as Woodside Road, rezonings are a discretionary act subject to public comment, California Environmental Quality Act (CEQA) review, Planning Commission recommendation, and Board of Supervisors approval.

3. **Visual Impact and Privacy:** Comments suggested that the proposed design of the project does not fit in with surrounding development or the single-family detached residential neighborhood as a whole. Comments focused primarily on the height of the proposed townhouses. The comments predominantly noted that three-story structures would not complement the adjacent area of smaller single-family homes. There were also concerns about the shadows that the building would cast upon adjacent properties and that the balconies located on the east side would look onto adjacent, causing privacy concerns.

The applicant stated that a shadow study will be voluntarily provided and that ample landscaping will be proposed for screening purposes to account for privacy issues.

Staff Input: The proposed size of the building would be allowed if the zoning were to be changed to R-3/S-3. There are multiple R-3 Zoned areas along Woodside Road that

back up to single-family residential zoned areas, including Nimitz Avenue, Alexander Avenue, Rutherford Avenue (the subject street), and Santiago Avenue. In addition, the rear (east side) setback of the structure from the east side property line is 20 feet and meets the requirement of the S-3 Regulations. In terms of the concerns regarding shadows and privacy, the project would not require a design review permit, and, therefore, findings regarding architectural compatibility with the neighborhood are not required.

4. **Parking:** Comments suggested that the proposed project would exacerbate parking problems that the neighborhood is already experiencing. The applicant stated that, if the project were reduced to three or four single-family detached units, the properties may have the potential to be overparked with two cars in a covered parking space and an unpredictable number of cars parked in the yard areas. Comments indicated that each townhouse may have more than two cars associated with it and would result in extra parked cars on Rutherford Avenue.

Staff Input: The proposed on-site parking spaces comply with the number of parking spaces required for the proposed development pursuant to Section 6119 of the County Zoning Regulations. Additionally, as part of the California Environmental Quality Act (CEQA) review process, Planning Staff will require a traffic report which will consider traffic and parking impacts of the project and require mitigation measures for significant impacts. Staff has determined that an Initial Study/Negative Declaration (IS/ND) will be prepared to meet CEQA requirements. Traffic, parking, and other potential environmental impacts will be reviewed in the IS/ND which will have a public review period of 20 days prior to the Planning Commission public hearing.

5. **Traffic and Hazards:** Comments suggested that the proposed project will generate additional traffic from the tenants of the proposed townhouses and create new traffic hazards. In addition, neighbors noted that many cars passing through Rutherford Avenue exceed the posted speed limit of 25 mph and that the additional traffic generated from the proposed townhouses will exacerbate this issue. One neighbor suggested there is a sight distance issue, citing an experience where they were struck by a car making a right turn onto Rutherford Avenue from Woodside Road. Comments suggested that entry/exit from Woodside Road into the project site would be more desirable.

The applicant stated that an entry/exit from Woodside Road would result in the loss of one unit, making the project financially infeasible. In addition, he claimed that it is less dangerous to exit onto Rutherford Avenue since Woodside Road is a major thoroughfare.

Staff Input: When the application for the proposed project is submitted, the applicant will be required to submit a traffic report to determine if there will be any significant environmental impacts that may be caused by this project including potential traffic impacts, including the creation of new traffic hazards and, if so, the identification of mitigation measures. The analysis will be included in the IS/ND required for the project.

6. **Water and Sewer Services:** A comment suggested that adequate water and sewer service capacity may not be available to serve the proposed project. Such comments included that the existing water and sewer mains would not have the ability to serve the needs of a multi-family development.

Staff Input: As part of the pre-application process, plans were sent to the California Water Service (Bear Gulch) and the Fair Oaks Sewer District, who did not have comments regarding capacity issues at this time. At the time the applicant submits a formal application, the plans will be routed to the California Water Service and the Fair Oaks Sewer District for review.

7. **Affordable Housing:** Comments suggested that the proposed project will consist of condominiums that will not be affordable to most of the general public. The applicant stated that the proposed project would have one affordable unit as required by the County. Additional concerns were raised regarding the possibility of the developer paying in-lieu fees instead of directly providing affordable housing units. Comments suggested that the one (1) affordable unit provided and the six (6) units overall would not significantly impact the state's housing crisis. One resident commented that they would like to see more affordable housing but not in the proposed location.

Staff Input: Because the project includes five or more new dwelling units, 20% of the units (1 unit) must be affordable per the County Inclusionary Requirement for Affordable Housing Ordinance. Though the applicant does have the option to request to pay an in-lieu fee rather than providing the affordable unit, this request would be subject to the approval by the County's Planning and Building Department and Department of Housing. Historically, the County has opted to reject such requests with a preference for the affordable unit(s) to be built.

8. **Short Term Rentals:** A member of the public raised concern regarding some or all of a given unit being used for short term rental purposes.

Staff Input: Short term rentals are not allowed on the Bayside of the County at this time.

SUMMARY OF PUBLIC COMMENTS IN SUPPORT OF THE PROJECT

1. **Housing Stock Shortage in the San Francisco Bay Area:** Comments suggested that modern day new residential construction should consist of denser developments with smaller rooms than in the past and that the density of the proposed project works to address the overall shortage of housing in the San Francisco Bay Area. A member of the public commented that one of the only ways to combat increasing prices in the housing market is to build more housing, following the principal of supply and demand.
2. **Proximity to Commercial Area:** A comment noted that the location's proximity to retail and commercial areas makes it more likely that the residents will walk rather than drive for errands.

3. **Revised Architectural Design:** Comments overwhelmingly suggested that the revised design is a marked improvement from the original apartment complex proposal.

WRITTEN COMMENTS

In summary, prior to and after the meeting, Planning Staff received a total of one (1) written comment from the public in opposition. The comment was generally similar to those received during the meeting.

COMMENTS FROM OTHER REVIEWING AGENCIES

To date, Planning Staff has received preliminary comments from the following agencies:

County Current Planning Section

Compliance of Project Plans with the Proposed R-3 (Multiple-Family Residential) District/S-3 Combining District Regulations:

1. The proposed zoning would allow the proposed project as multi-family residential is a permitted use in the R-3 Zoning District.
2. Upon a preliminary review against the S-3 Combining District Regulations, the project appears to comply with the setbacks required (20-foot front/rear, 10-foot right side, and 5-foot left side).
3. Upon a preliminary review against the S-3 Combining District Regulations, the project appears to comply with the maximum height permitted (32 feet 6 inches high measured from average finished grade to average roofline of the 36 feet maximum allowed).
4. Upon a preliminary review against the S-3 Combining District Regulations, the project appears to comply with the lot coverage requirement (40.7% of the parcel area covered by structures 18 inches or more above ground where 50% of the parcel size is the maximum allowed). The project proposes 5,395 sq. ft. of lot coverage.
5. Upon a preliminary review against the County Parking Regulations, the project appears to be in compliance with the number of parking spaces required for dwellings (two covered parking spaces for each dwelling unit with two bedrooms or more) with 12 covered parking spaces. The depth of the parking spaces for Houses A, B, D, E, and F do not meet the minimum depth of 19 feet.
6. The additional application requirements listed below, as well as the project's compliance with all applicable County Zoning Regulations and General Plan policies will contribute toward Planning Staff's subsequent recommendation to the Planning Commission.

7. Should the applicant move forward with an application for the project as proposed, the required application would include a Merger, General Plan Amendment, Zoning Amendment, Major Subdivision, and a Tree Removal Permit.
8. The application shall include a traffic study, as prepared by a licensed transportation engineer or consultant. The traffic study shall include an evaluation of the factors listed in the Transportation Section of the County's Initial Study Checklist and must include an assessment of the traffic impacts from other recently completed or pending. The traffic study must address both Level of Service (LOS) and VMT (Vehicle Miles Traveled) to address the requirements of California State Law Senate Bill 743 (SB 743).
9. The applicant shall submit a landscape documentation package compliant with the state's Model Water Efficient Landscape Ordinance.
10. An arborist report shall be required that addresses potential construction impacts on all significant or heritage trees on-site and those off-site whose driplines would be encroached on during construction or by the development itself.
11. The applicant shall include an erosion and sediment control plan with the application. This plan shall identify the type and location of erosion control devices to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site. A separate tree protection plan may also be required as part of the building permit. Tree protection measures shown on the plans should reflect the measures recommended by the project arborist. Species and size of trees shall be indicated on the plan (size shall be measured by diameter at breast height (DBH)).
12. Should the applicant move forward with an application for the project as proposed, the application and all supporting documents and materials would be subject to review and approval by several agencies, including but not limited to: County Building Inspection Section, County Department of Public Works, County Geotechnical Section, County Drainage Section, California Water Service, Fair Oaks Sewer District, Menlo Park Fire Protection District, and Caltrans. Agencies may request additional information if needed.
13. Provide a breakdown of the floor area of each unit.
14. The provided inclusionary unit shall comply with Section 7914(1), subsections (b) and (c) of the County Inclusionary Requirement for Affordable Housing Ordinance. The inclusionary unit must be designated and shall be subject to the review of the Planning Section.

County Building Inspection Section

15. The proposed project requires a building permit from the County of San Mateo Planning and Building Department.

County Geotechnical Section

16. A geotechnical report shall be required at the Planning permit stage.

County Drainage Section

17. A completed C3/C6 form, a preliminary drainage analysis, and drainage and grading plans shall be required at the Planning permit stage. This is a potential C3 Project.

County Department of Public Works

18. Prior to the issuance of the Building Permit, the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
19. Should the access shown on the plans go through neighboring properties, the applicant shall provide documentation that "ingress and egress" easements exist or provide for the creation of new easements, providing for this access, prior to issuance of building permit or recordation of the Final Map.
20. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
21. Prior to the issuance of the Building Permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance #3277.
22. Future development of any and all parcels resulting from the approved subdivision must comply with these requirements. The applicant shall note the requirements in the deeds for each parcel, copies of which shall be provided to the Planning Department, and shall disclose the requirement to any potential buyer(s). Each parcel shall be tagged by the Planning Department with this requirement, and no permits shall be issued for any development of the parcel(s) until this requirement is met. Prior to the issuance of a building permit for any structure on the project site, all plans shall be reviewed by the Planning Department for conformance with this condition.

23. Prior to recording the final map, the applicant will be required to submit to the Department of Public Works a complete set of improvement plans including all provisions for roadways, driveways, utilities, storm drainage, and stormwater treatment, all in accordance with the County Subdivision Regulations and County Standard Details. Improvement plans must be accompanied by a plan review deposit in the amount of \$1,000 made payable to the County of San Mateo Department of Public Works.

Upon the Department of Public Works' approval of the improvement plans, the applicant will be required to execute a Subdivision Improvement Agreement and post securities with the Department of Public Works as follows:

- a. Faithful Performance - 100% on the estimated cost of constructing the improvements;
 - b. Labor and Materials - 50% of the estimated cost of constructing the improvements.
24. The applicant shall submit a Parcel Map to the County Surveyor in the Department of Public Works for review, to satisfy the State of California Subdivision Map Act. The final map will be recorded only after all Inter Department conditions have been met.
25. The applicant shall submit written certification from the appropriate utilities to the Department of Public Works and the Planning and Building Department stating that they will provide utility (e.g., sewer, water, energy, communication, etc.) services to the proposed parcels of this subdivision.

CalTrans

26. There are roadside signs and a utility box that may conflict with the proposed seat wall at the property line. Temporary and/or permanent relocation of these items will need to be coordinated with Caltrans prior to construction. Any increase in flow to the State drainage system needs to be metered back to existing conditions.
27. This project should include the removal of the existing driveway on SR 84 (Woodside Road). If left in place the driveway could be mistaken as an ADA curb cut as it may align with one of the front gates.
28. The traffic report shall analyze the project's primary and secondary effects on pedestrians, bicyclists, travelers with disabilities, and transit users, including countermeasures and trade-offs resulting from mitigating VMT increases. Access for pedestrians and bicyclists to transit facilities must be maintained. We suggest this project be conditioned to encourage active transportation and transit use, which may include the following strategies:
- Fix-it bicycle repair station(s);

- Secured bicycle storage for residents, and bicycle parking for visitors;
 - Real-time transit information for nearby SamTrans bus routes operating on SR 84 including routes 72, 275, and 278;
 - Subsidized transit passes for residents; and
 - Shuttle service to Redwood City Caltrain Station, approximately 2.2 miles north of the project site.
29. Please be advised that any work or traffic control that encroaches onto the State right-of-way (ROW) requires an encroachment permit that is issued by Caltrans. To obtain an encroachment permit, a completed encroachment permit application, environmental documentation, and six (6) sets of plans clearly indicating the State ROW, and six (6) copies of signed and stamped traffic control plans must be submitted to: Office of Encroachment Permits, California DOT, District 4, P.O. Box 23660, Oakland, CA 94623-0660. To download the permit application and obtain more information, visit <http://www.dot.ca.gov/hq/traffops/developserv/permits/>.

The formal application, including all plans and materials cited earlier in this letter, should consider the comments discussed above. If you have any questions regarding this summary or need assistance with application requirements, please feel free to contact me at 650/363-4582 or by email at: rpanglao@smcgov.org.

Sincerely,



Ruemel Panglao
Project Planner

RSP:cmc – RSPDD0348_WCN.DOCX

cc: Board of Supervisors
Planning Commission
Steve Monowitz, Community Development Director
Lisa Aozasa, Deputy Director
Planning Director, City of Redwood City
Menlo Park Fire Protection District
California Water Service – Bear Gulch
County Department of Public Works
County Building Inspection Section
County Geotechnical Section
County Drainage Section

CalTrans

Property Owners within a 500-foot Radius of the Proposed Project

Interested Members of the Public who signed the "Sign-In Sheet" at the meeting:

Christopher Imbach

Lydia Guevara

Anand Chabra

Shaun Saperstein

Sara Bolin

Terri Mullen

Barbara Reynolds

John McGirr

Douglas McLean

Leota McLean

Marjory Luxenberg

Lynn Montoya

James Lalikos

Dan Curran

Debbie Householder

Simone Neuhausler

Caitlyn Mason



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT J

COUNTY OF SAN MATEO, PLANNING AND BUILDING DEPARTMENT

**NOTICE OF INTENT TO ADOPT
MITIGATED NEGATIVE DECLARATION**

A notice, pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code 21,000, et seq.), that the following project: Re-Zone, General Plan Amendment, and Major Subdivision for Six Townhouses, when adopted and implemented, will not have a significant impact on the environment.

FILE NO.: PLN 2019-00252

OWNER: Kardosh Mounir

APPLICANT: Moshe Dinar

NAME OF PERSON UNDERTAKING THE PROJECT OR RECEIVING THE PROJECT APPROVAL (IF DIFFERENT FROM APPLICANT): N/A

ASSESSOR'S PARCEL NO.: 069-311-250 and 069-311-340

LOCATION: 1301 and 1311 Woodside Road, Sequoia Tract

PROJECT DESCRIPTION

The applicant requests a General Plan Amendment, Major Subdivision, Zoning Amendment, and Grading Permit to construct a six (6) unit 18,550 sq. ft. townhouse complex. The project proposes to amend the General Plan designation from Medium Density Residential to High Density Residential and rezone an existing 18,951 sq. ft. parcel from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3) zoning. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.

FINDINGS AND BASIS FOR A NEGATIVE DECLARATION

The Current Planning Section has reviewed the initial study for the project and, based upon substantial evidence in the record, finds that:

1. The project will not adversely affect water or air quality or increase noise levels substantially.
2. The project will not have adverse impacts on the flora or fauna of the area.
3. The project will not degrade the aesthetic quality of the area.
4. The project will not have adverse impacts on traffic or land use.

5. In addition, the project will not:
- a. Create impacts which have the potential to degrade the quality of the environment.
 - b. Create impacts which achieve short-term to the disadvantage of long-term environmental goals.
 - c. Create impacts for a project which are individually limited, but cumulatively considerable.
 - d. Create environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

The County of San Mateo has, therefore, determined that the environmental impact of the project is insignificant.

MITIGATION MEASURES included in the project to avoid potentially significant effects:

Mitigation Measure 1: The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:

- a. Water all active construction areas at least twice daily.
- b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
- c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.
- d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
- e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.

Mitigation Measure 2: The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.

Mitigation Measure 3: The design of the proposed development (upon application submittal of the Building Permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.

Mitigation Measure 4: At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:

- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
- b. Minimize the area of bare soil exposed at one time (phased grading).
- c. Clear only areas essential for construction.
- d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
- e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
- f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.
- g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 feet, or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.

- h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.
- i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.
- j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.
- k. Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.
- l. No erosion or sediment control measures will be placed in vegetated areas.
- m. Environmentally-sensitive areas shall be delineated and protected to prevent construction impacts.
- n. Control of fuels and other hazardous materials, spills, and litter during construction.
- o. Preserve existing vegetation whenever feasible.

Mitigation Measure 5: To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval.

Mitigation Measure 6: Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.

Mitigation Measure 7: In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.

Mitigation Measure 8: Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

RESPONSIBLE AGENCY CONSULTATION

San Mateo County Planning and Building Department

INITIAL STUDY

The San Mateo County Current Planning Section has reviewed the Environmental Evaluation of this project and has found that the probable environmental impacts are insignificant. A copy of the initial study is attached.

REVIEW PERIOD: August 11, 2021 to September 10, 2021

All comments regarding the correctness, completeness, or adequacy of this Negative Declaration must be received by the County Planning and Building Department, 455 County Center, Second Floor, Redwood City, no later than **5:00 p.m., September 10, 2021.**

CONTACT PERSON

Ruemel Panglao
Project Planner, 650/363-4582
rpanglao@smcgov.org



Ruemel Panglao, Project Planner

RSP:cmc – RSPFF0695_WCH.DOCX

County of San Mateo
Planning and Building Department

**INITIAL STUDY
ENVIRONMENTAL EVALUATION CHECKLIST**
(To Be Completed by Planning Department)

1. **Project Title:** Re-Zone, General Plan Amendment, and Major Subdivision for Six Townhouses
2. **County File Number:** PLN 2019-00252
3. **Lead Agency Name and Address:** County of San Mateo Planning and Building Department, 455 County Center, 2nd Floor, Redwood City, CA 94063
4. **Contact Person and Phone Number:** Ruemel Panglao, Project Planner, 650/363-4582, rpanglao@smcgov.org
5. **Project Location:** 1301 and 1311 Woodside Road, Sequoia Tract
6. **Assessor's Parcel Number and Size of Parcel:** 069-311-250 (0.22 acres) and 069-311-340 (0.08 acres)
7. **Project Sponsor's Name and Address:** Moshe Dinar, Architect, PO Box 70601, Oakland, CA 94612
8. **Name of Person Undertaking the Project or Receiving the Project Approval (if different from Project Sponsor):** N/A
9. **General Plan Designation:** Medium Density Residential
10. **Zoning:** R-1/S-74 (One-Family Residential/S-74 Combining District)
11. **Description of the Project:** The applicant requests a General Plan Amendment, Major Subdivision, Zoning Amendment, and Grading Permit to construct a six (6) unit 18,550 sq. ft. townhouse complex. The project proposes to amend the General Plan designation from Medium Density Residential to High Density Residential and rezone an existing 18,951 sq. ft. parcel from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3) zoning. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.
12. **Surrounding Land Uses and Setting:** The subject parcels are zoned R-1/S-74 and are directly bordered by Rutherford Avenue to the north, Woodside Road to the west, single-family residences to the east, and a commercial building to the south. Across Rutherford Avenue to the north is an apartment complex and to the west across Woodside Road is an apartment complex and commercial development. The greater surrounding area is comprised of single-family residences, commercial buildings and apartment complexes. Along Woodside Road, all of the areas on the west side and many parcels on the east side are located within the incorporated areas of Redwood City rather than the unincorporated San Mateo County areas. Each subject parcel is currently developed with a single-family residence.

13. **Other Public Agencies Whose Approval is Required:** N/A
14. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?:** *(NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process (see Public Resources Code Section 21080.3.2.). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality).*

This project is not subject to Assembly Bill 52, as the County of San Mateo has no records of requests for formal notification of proposed projects within the County from any traditionally or culturally affiliated California Native American Tribes. However, the County seeks to satisfy the Native American Heritage Commission's best practices and has referred this project to the Native American Tribes recommended for consultation by the Native American Heritage Commission. As of the date of this report, no tribes have contacted the County requesting formal consultation on this project.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Significant Unless Mitigated" as indicated by the checklist on the following pages.

	Aesthetics		Energy		Public Services
	Agricultural and Forest Resources		Hazards and Hazardous Materials		Recreation
	Air Quality	X	Hydrology/Water Quality	X	Transportation
	Biological Resources		Land Use/Planning	X	Tribal Cultural Resources
	Climate Change		Mineral Resources		Utilities/Service Systems
	Cultural Resources		Noise		Wildfire
X	Geology/Soils	X	Population/Housing	X	Mandatory Findings of Significance

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to

projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required.
4. “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in 5. below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other California Environmental Quality Act (CEQA) process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. Sources used or individuals contacted should be cited in the discussion.

1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
1.a. Have a substantial adverse effect on a scenic vista, views from existing residential areas, public lands, water bodies, or roads?			X	
<p>Discussion: The project parcels are not located in a scenic vista area. The area in and around the project site is highly urbanized and developed with varying levels of density and intensity. The proposed development will not have an adverse impact on views from existing residential areas and Rutherford Avenue as there is no scenic vista or protected visual resource, as noted previously, and existing trees and structures on the project site already present a large and tall visual mass from the surrounding one- and two-story structures. From Woodside Road, the height and massing of the proposed structure will be similar to that found in the highly urbanized vicinity.</p> <p>Given the site and surrounding setting, future redevelopment of the property would not have a substantial adverse impact on a scenic vista, views from existing residential areas, public lands, water bodies, or roads.</p> <p>Source: Project Plans, Project Location.</p>				
1.b. Substantially damage or destroy scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
<p>Discussion: The project parcels are not located within a state scenic highway. In addition, there are no buildings of historical significance or rock outcroppings located on the property.</p> <p>Source: Project Location.</p>				
1.c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings, such as significant change in topography or ground surface relief features, and/or development on a ridgeline? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X

<p>Discussion: The project location is in an urbanized area. The project involves a rezone and general plan amendment from single-family residential zoning and medium density land use designation to multi-family residential zoning and high-density residential land use designation to accommodate a six (6) unit townhouse complex. Given the highly urbanized area and surrounding development densities, there are no scenic qualities of unique or special interest that would be impacted by the project proposal. In addition, the project location is not located in a Design Review district, scenic corridor, or any jurisdictional area that would require compliance with regulations regarding scenic quality.</p> <p>Source: Project Plans, Project Location.</p>				
1.d.	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?			X
<p>Discussion: The project does not involve the introduction of significant light sources that would adversely affect day or nighttime views in the area as the project involves the construction of a townhouses within an existing residential area adjacent to a highly urbanized commercial area.</p> <p>Source: Project Plans, Project Location.</p>				
1.e.	Be adjacent to a designated Scenic Highway or within a State or County Scenic Corridor?			X
<p>Discussion: The project parcels are not located adjacent to a Scenic Highway or within a State or County Scenic Corridor.</p> <p>Source: Project Location.</p>				
1.f.	If within a Design Review District, conflict with applicable General Plan or Zoning Ordinance provisions?			X
<p>Discussion: The project parcels are not located within a Design Review District.</p> <p>Source: Project Location.</p>				
1.g.	Visually intrude into an area having natural scenic qualities?			X
<p>Discussion: Refer to staff's discussion in Section 1.a, 1.b, and 1.c, above.</p> <p>Source: Project Plans, Project Location.</p>				

<p>2. AGRICULTURAL AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
2.a. For lands outside the Coastal Zone, convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
<p>Discussion: According to the California Department of Conservation Farmland Mapping and Monitoring Program, the project parcels are designated as "Urban and Built-up Land", and therefore does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.</p> <p>Source: Project Location, California Department of Conservation, Farmland Mapping and Monitoring Program Map, accessed June 1, 2021.</p>				
2.b. Conflict with existing zoning for agricultural use, an existing Open Space Easement, or a Williamson Act contract?				X
<p>Discussion: The project parcels are not zoned for agriculture or protected by an existing Open Space Easement or a Williamson Act contract.</p> <p>Source: Project Location, County Zoning Regulations, County GIS Maps, County Williamson Act Contracts.</p>				
2.c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?				X
<p>Discussion: The project parcels are located in a densely urbanized area of unincorporated Redwood City and therefore is not in an area identified as Farmland, suitable for agricultural activities, or considered forestland area.</p> <p>Source: Project Location.</p>				

2.d.	For lands within the Coastal Zone, convert or divide lands identified as Class I or Class II Agriculture Soils and Class III Soils rated good or very good for artichokes or Brussels sprouts?				X
Discussion: The project parcel is not located within the Coastal Zone. Source: Project Location.					
2.e.	Result in damage to soil capability or loss of agricultural land?				X
Discussion: The project parcels have not been identified as containing agricultural lands. The project site is classified as "urban land" according to the U.S. Department of Agriculture Natural Resources Conservation Service. Given the size of the parcels and the urbanized nature of the project area, there is no damage to soil capability or loss of agricultural land associated with the project, or that would result from future development. Source: Project Location, United States Department of Agriculture Natural Resources Conservation Service, Web Soil Survey, accessed June 1, 2021.					
2.f.	Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? <i>Note to reader: This question seeks to address the economic impact of converting forestland to a non-timber harvesting use.</i>				X
Discussion: The project will result in an increase in the allowable density of development but will continue the designated use of the property for residential. In addition, the project parcels are not located in an area identified as forestland, timberland, or timberland zoned for timberland production. Source: Project Plans, Project Location, County GIS Maps.					

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
	Potentially Significant Impacts	Significant Unless Mitigated	Less Than Significant Impact	No Impact
3.a.	Conflict with or obstruct implementation of the applicable air quality plan?	X		

Discussion: The Bay Area 2017 Clean Air Plan (CAP), developed by the Bay Area Air Quality Management District (BAAQMD), is the current regulating air quality plan for San Mateo County. The CAP was created to improve Bay Area air quality and to protect public health and the climate. The project would not conflict with or obstruct the implementation of the BAAQMD's 2017 Clean Air Plan. During project implementation, air emissions would be generated from site grading, equipment, and work vehicles; however, any such grading-related emissions would be temporary and localized. Once constructed, use of the development as a six (6) unit townhouse complex would have minimal impacts to the air quality standards set forth for the region by the Bay Area Air Quality Management District.

The BAAQMD has established thresholds of significance for construction emissions and operational emissions. As defined in the BAAQMD's 2017 CEQA Guidelines, the BAAQMD does not require quantification of construction emissions due to the number of variables that can impact the calculation of construction emissions. Instead, the BAAQMD emphasizes implementation of all feasible construction measures to minimize emissions from construction activities. The BAAQMD provides a list of construction-related control measures that they have determined, when fully implemented, would significantly reduce construction-related air emissions to a less than significant level. These control measures have been included in Mitigation Measure 1 below:

Mitigation Measure 1: The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:

- a. Water all active construction areas at least twice daily.
- b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
- c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.
- d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
- e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.

Source: Project Plans, Bay Area Air Quality Management District.

3.b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?		X		

Discussion: As of December 2012, San Mateo County is a non-attainment area for PM-2.5. On January 9, 2013, the Environmental Protection Agency (EPA) issued a final rule to determine that the Bay Area attains the 24-hour PM-2.5 national standard. However, the Bay Area will continue

to be designated as “non-attainment” for the national 24-hour PM-2.5 standard until the BAAQMD submits a “re-designation request” and a “maintenance plan” to EPA and the proposed re-designation is approved by the Environmental Protection Agency. A temporary increase in the project area is anticipated during construction since these PM-2.5 particles are a typical vehicle emission. The temporary nature of the proposed construction and California Air Resources Board vehicle regulations reduce the potential effects to a less than significant impact. Mitigation Measure 1 in Section 3.a. would minimize increases in non-attainment criteria pollutants generated from project construction to a less than significant level.

Source: Project Plans, Bay Area Air Quality Management District.

3.c. Expose sensitive receptors to substantial pollutant concentrations, as defined by the Bay Area Air Quality Management District?				X
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Discussion: See discussion in Section 3.a

Source: Project Plans, Bay Area Air Quality Management District.

3.d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	
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Discussion: The proposed project is to construct a six (6) unit townhouse complex in a highly urbanized area of unincorporated Redwood City. Once constructed, the daily use of the residences would not create objectionable odors. The proposed project has the potential to generate odors associated with construction activities. However, any such odors would be temporary and are expected to be minimal.

Source: Project Plans.

4. BIOLOGICAL RESOURCES. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
4.a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service or National Marine Fisheries Service?				X

<p>Discussion: The project site is located in a highly urbanized area of unincorporated Redwood City with the project parcels supporting existing residential development. There are no State or Federal mapped protected species located on the project site.</p> <p>Source: Project location, California Natural Diversity Database.</p>				
4.b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service or National Marine Fisheries Service?				X
<p>Discussion: There are no riparian habitats or other sensitive natural communities located within the project area.</p> <p>Source: Project Location, San Mateo County General Plan (Sensitive Habitats Map).</p>				
4.c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
<p>Discussion: There are no wetlands located within the project area.</p> <p>Source: Project Location.</p>				
4.d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
<p>Discussion: There are no wildlife corridors or wildlife nursery sites in the project area. Given the urbanized nature of the project area, there are no substantial threats to native or migratory wildlife species.</p> <p>Source: Project Plans, Project Location.</p>				
4.e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including the County Heritage and Significant Tree Ordinances)?			X	
<p>Discussion: The trees on the proposed construction site were evaluated in an arborist report (Arbor Logic report) (Attachment C) prepared by ISA certified arborists James Lascot (WE-2110) and James Reed (WE-10237A). The nine (9) significant sized coast live oak trees and one (1) significant sized Italian stone pine tree proposed for removal are either in poor condition and/or</p>				

necessary to accommodate the proposed development, as these trees are within the footprint of the proposed development.

Source: Project Plans, Project Location, County GIS Maps, County Zoning Regulations, Arbor Logic Arborist Report (dated September 23, 2019).

4.f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X
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Discussion: The site is not located in an area with an adopted Habitat Conservation Plan or Natural Conservation Community Plan, other approved regional or State habitat conservation plan.

Source: Project Plans, Project Location, County GIS map.

4.g.	Be located inside or within 200 feet of a marine or wildlife reserve?				X
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Discussion: The project site is not located inside or within 200 feet of a marine or wildlife reserve.

Source: Project Plans, Project Location, County GIS map, National Wildlife Refuge System Locator.

4.h.	Result in loss of oak woodlands or other non-timber woodlands?				X
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Discussion: The project site includes no oak woodlands or other timber woodlands.

Source: Project Plans, Project Location.

5. CULTURAL RESOURCES. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
5.a.	Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?			X

Discussion: The project site is not listed on any State or local historical registry. Thus, the rezoning, or any future redevelopment of the site, will not cause a substantial adverse impact to a historical resource.

Source: Project Plans, Project Location; California State Parks Office of Historic Preservation; San Mateo County General Plan.

5.b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Section 15064.5?				X
<p>Discussion: There are no known archaeological resources in the disturbed/developed area.</p> <p>Source: Project Proposal, Project Location, California State Parks Office of Historic Preservation; San Mateo County General Plan.</p>					
5.c.	Disturb any human remains, including those interred outside of formal cemeteries?		X		
<p>Discussion: There are no known human remains on the project site. In case of accidental discovery, the property owner shall implement the following mitigation measure:</p> <p>Mitigation Measure 2: The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.</p> <p>Source: Project Location, County GIS Maps.</p>					

6. ENERGY. Would the project:					
		<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
6.a.	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
<p>Discussion: Energy conservation standards for new residential and nonresidential buildings were adopted by the California Energy Resources Conservation and Development Commission (now the California Energy Commission) in June 1977 and are updated every 3 years (Title 24, Part 6, of the California Code of Regulations). Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods.</p> <p>On June 10, 2015, the California Energy Commission adopted the 2016 Building Energy Efficiency Standards which went into effect on January 1, 2017. On May 9, 2018, the CEC adopted the 2019 Building Energy Efficient Standards, which took effect on January 1, 2020. The proposed project will be required to comply with the 2019 Building Energy Efficient Standards which will be verified by the</p>					

San Mateo County Building Inspection Section prior to the issuance of a building permit. The project would also be required to adhere to the provisions of CAL Green which established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.

Construction

The construction of the project would require the consumption of nonrenewable energy resources, primarily in the form of fossil fuels (e.g., fuel oil, natural gas, and gasoline) for automobiles (transportation) and construction equipment. Transportation energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary and would not require expanded energy supplies or the construction of new infrastructure. Most construction equipment during demolition and grading would be gas-powered or diesel powered, and the later construction phases would require electricity-powered equipment.

Operation

During operations, project energy consumption would be associated with resident and visitor vehicle trips and delivery trucks. The project is a residential development project served by existing road infrastructure. Pacific Gas and Electric (PG&E) provides electricity to the project area. Due to the proposed construction of a six (6) townhouse complex, project implementation would result in a permanent increase in electricity over existing conditions. However, such an increase to serve six (6) townhouses would represent an insignificant percent increase compared to overall demand in PG&E's service area. The nominal increased demand is expected to be adequately served by the existing PG&E electrical facilities and the projected electrical demand would not significantly impact PG&E's level of service. It is expected that nonrenewable energy resources would be used efficiently during operation and construction of the project given the financial implication of the inefficient use of such resources. As such, the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Impacts are less than significant, and no mitigation is required.

Source: California Building Code, California Energy Commission, Project Plans.

6.b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.				X
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Discussion: The project design and operation would comply with State Building Energy Efficiency Standards, appliance efficiency regulations, and green building standards. Therefore, the project does not conflict with or obstruct state or local renewable energy plans and would not have a significant impact. Furthermore, the development would not cause inefficient, wasteful and unnecessary energy consumption.

Source: Project Plans.

7. GEOLOGY AND SOILS. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
7.a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving the following, or create a situation that results in:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? <i>Note: Refer to Division of Mines and Geology Special Publication 42 and the County Geotechnical Hazards Synthesis Map.</i>		X		
<p>Discussion: A geotechnical report was prepared for the project by Summit Engineering, dated January 25, 2020, included as Attachment E.</p> <p>The project site is located in one of the most seismically active regions of the United States. The nearest active fault is the NW-trending San Andreas Fault, located 5 miles southwest of the site. The active Seal Cove Fault is mapped 14 miles southwest of the site. Although considered inactive, a number of geologic faults are mapped nearby in the peninsula. Such are the Pilarcitos and San Mateo Faults, etc. There are also a number of active faults in the East Bay. The Hayward and Calaveras Faults are located 12 miles northeast and 17 miles east-northeast of the site, respectively.</p> <p>All these faults are currently exhibiting creep movements and micro-seismic activity and are capable of producing major earthquakes with great damage potential to both man-made and natural structures. Major Bay Area earthquakes last occurred on the Hayward, San Andreas and Calaveras Faults in the year 1868, 1989 and 1861, respectively. Other small faults are mapped in the immediate area, although none are associated with any seismic activity or considered active.</p> <p>Per the Summit Engineering report, although it is not yet possible to accurately predict when and where an earthquake will occur, it is reasonable to assume that, during their useful life, the proposed structures will suffer at least one moderate to severe earthquake. During such event, the danger from fault offset through the site is very low, but strong local shaking is likely to occur. However, foundations built on competent strata, although may suffer some damage, should perform satisfactorily during a strong event. In addition, wood-framed buildings are generally flexible enough to sustain some seismic deformations with minor or moderate structural damage. An effective surface drainage will contribute to maintaining higher shear strength, and hence stable ground.</p> <p>According to Summit Engineering, the proposed development is feasible from a geotechnical engineering standpoint based on their field and office studies, provided that the recommendations given in their report are incorporated into the design and construction of the proposed structures. They recommend the new foundations to consist of properly reinforced, on-grade, concrete mats or slabs.</p>				

They further stated that ground shaking will be the major cause of earthquake damage. The controlling seismic event will be produced by the San Andreas Fault. A significant event will produce high response accelerations and therefore high shear stresses. The site may be vulnerable to seismically triggered soil displacements, particularly if a strong shaking occurs during the wet winter months. They provide drainage recommendations to mitigate significant impacts.

Since the project location and its distance from the cited fault zone can result in strong seismic ground shaking in the event of an earthquake, the following mitigation measure is recommended to minimize such impacts to a less than significant level:

Mitigation Measure 3: The design of the proposed development (upon application submittal of the Building Permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.

Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020).

ii. Strong seismic ground shaking?		X		
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Discussion: Pursuant to the discussion in Section 7.a.i, strong seismic ground shaking may occur in the event of an earthquake. However, the mitigation measure provided in Section 7.a.i would minimize impacts to a less than significant level.

Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020).

iii. Seismic-related ground failure, including liquefaction and differential settling?		X		
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Discussion: The surface deposits form part of the Qof unit consisting of Pleistocene, weathered, weakly consolidated, poorly sorted, silt, sand and gravel, often in a clay matrix, and with a generally low potential for seismic liquefaction.

The San Mateo County Hazards Map shows the subject site in Zone 3, which generally consists of unconsolidated materials mainly older, coarse-grained, alluvial fan deposits. This zone has generally low liquefaction potential, good earthquake stability, and good to fair foundation conditions.

In addition to the discussion above, the mitigation measure provided in Section 7.a.i would minimize impacts to a less than significant level.

Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020).

iv. Landslides?		X		
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Discussion: The project area consists of land identified as "flat land", according to the ABAG Hazard Maps and therefore, is not in a landslide susceptibility area.

Also, pursuant to the discussion in Section 7.a.i with the associated mitigation measure, the project impacts would be less than significant.

Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020), Association of Bay Area Governments, Hazards Map Viewer, accessed June 1, 2021.

- v. Coastal cliff/bluff instability or erosion?

Note to reader: This question is looking at instability under current conditions. Future, potential instability is looked at in Section 7 (Climate Change).

X

Discussion: The project parcel is not located near any coastal bluffs.

Source: Project Location.

- 7.b. Result in substantial soil erosion or the loss of topsoil?

X

Discussion: The construction of the six (6) townhouses involves 220 cubic yards of cut and 60 cubic yards of fill. Total land disturbance is 0.304-acre. The project is exempt from coverage under a State General Construction Permit. The mitigation measure in Section 3.a. and the following mitigation measure are included to control erosion during both project construction activities. With this mitigation measure, the project impact would be less than significant.

Mitigation Measure 4: At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:

- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
- b. Minimize the area of bare soil exposed at one time (phased grading).
- c. Clear only areas essential for construction.
- d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
- e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
- f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.

g.	Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 ft., or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.				
h.	Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.				
i.	Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.				
j.	Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.				
k.	Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.				
l.	No erosion or sediment control measures will be placed in vegetated areas.				
m.	Environmentally-sensitive areas shall be delineated and protected to prevent construction impacts.				
n.	Control of fuels and other hazardous materials, spills, and litter during construction.				
o.	Preserve existing vegetation whenever feasible.				
Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020), San Mateo Countywide Stormwater Pollution Prevention Program.					
7.c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, severe erosion, liquefaction or collapse?			X	
Discussion: Regarding potential for landslide, erosion, and liquefaction, see discussion in Sections 7.a and 7.b, above. Lateral spreading, subsidence, and collapse were not identified as potential geological concerns by the Summit Engineering Geotechnical Report.					
Source: Project Plans, Project Location, Summit Engineering Geotechnical Report (dated January 25, 2020).					
7.d.	Be located on expansive soil, as defined in Table 18-1-B of Uniform Building Code, creating substantial direct or indirect risks to life or property?				X
Discussion: The project site is not located in an area with an identified risk for expansive soil.					
Source: Project Plans, Project Location, Summit Engineering Geotechnical Report (dated January 25, 2020).					

7.e.	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
<p>Discussion: The project parcel is currently served by a municipal wastewater provider. Preliminary approval has been provided by the Fair Oaks Sewer Maintenance District to serve the proposed development.</p> <p>Source: Project Plans, Project Location, Fair Oaks Sewer Maintenance District.</p>					
7.f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
<p>Discussion: Based on the developed project site being located in a highly urbanized area, it is not expected that the project property hosts any paleontological resource or site or unique geological feature. However, in case of accidental discovery, Mitigation Measure 2 requires that, in the event that cultural, paleontological, or archeological resources are encountered during site grading or other site work, such work shall immediately be halted in the area of discovery, County staff shall be notified, and the applicant shall be required to retain the services of a qualified archeologist for the purpose of recording, protecting, or curating the discovery as appropriate. As mitigated, the project would result in less than significant impacts related to the direct or indirect destruction of a unique paleontological resource or site or unique geologic feature.</p> <p>Source: Project Plans, Project Location.</p>					

8. CLIMATE CHANGE. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
8.a.	Generate greenhouse gas (GHG) emissions (including methane), either directly or indirectly, that may have a significant impact on the environment?	X		
<p>Discussion: Greenhouse Gas Emissions (GHG) include hydrocarbon (carbon monoxide; CO₂) air emissions from vehicles and machines that are fueled by gasoline. Project-related grading and construction of the proposed residence would result in the temporary generation of GHG emissions along travel routes and at the project site. In general, construction involves GHG emissions mainly from exhaust from vehicle trips (e.g., construction vehicles and personal vehicles of construction workers). Even assuming construction vehicles and workers are based in and traveling from urban areas, the potential project GHG emission levels from construction would be considered minimal. Additionally, the development of six (6) residential units is below the BAAQMD's GHG screening</p>				

<p>criteria for multi-family residential development pursuant to Table 3-1 of the BAAQMD's May 2017 CEQA Guidelines.</p> <p>Although the project scope for the project is not likely to generate significant amounts of greenhouse gases, the mitigation measure provided in Section 3.a would ensure that any impacts are less than significant.</p> <p>Source: Project Plans, Project Location, BAAQMD CEQA Guidelines (May 2017).</p>				
8.b.	Conflict with an applicable plan (including a local climate action plan), policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X
<p>Discussion: The proposed project does not conflict with the County of San Mateo Energy Efficiency Climate Action Plan (EECAP). The project poses to comply with multiple measures include in the checklist such as, but not limited to, residential energy efficiency financing, tree planting, solar photovoltaic system installation, traffic calming, low carbon fuel infrastructure, smart water meters, and compliance with the Green Building Ordinance. The project complies with the applicable measures and criteria of the EECAP Development Checklist as exhibited in Attachment G.</p> <p>Source: Project Plans, 2013 San Mateo County Energy Efficiency Climate Action Plan, EECAP Checklist.</p>				
8.c.	Result in the loss of forestland or conversion of forestland to non-forest use, such that it would release significant amounts of GHG emissions, or significantly reduce GHG sequestering?			X
<p>Discussion: The project site is located in a highly urbanized area and therefore is not defined as forestland.</p> <p>Source: Project Location.</p>				
8.d.	Expose new or existing structures and/or infrastructure (e.g., leach fields) to accelerated coastal cliff/bluff erosion due to rising sea levels?			X
<p>Discussion: The project site is not located near a coastal cliff or bluff.</p> <p>Source: Project Location.</p>				
8.e.	Expose people or structures to a significant risk of loss, injury or death involving sea level rise?			X
<p>Discussion: The project site is not located in an area susceptible to impacts from sea-level rise.</p> <p>Source: Project Location.</p>				

8.f.	Place structures within an anticipated 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
Discussion: The project site is not located in an anticipated 100-year flood hazard area. Source: Project Location, Federal Emergency Management Agency Flood Insurance Rate Map 06081C0303E, effective October 16, 2012.					
8.g.	Place within an anticipated 100-year flood hazard area structures that would impede or redirect flood flows?				X
Discussion: The project parcel is not located in an anticipated 100-year flood hazard area. Source: Project Location, Federal Emergency Management Agency Flood Insurance Rate Map 06081C0303E, effective October 16, 2012.					

9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
		Potentially Significant Impacts	Significant Unless Mitigated	Less Than Significant Impact	No Impact
9.a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (e.g., pesticides, herbicides, other toxic substances, or radioactive material)?				X
Discussion: The project does not involve the routine use, transport, or disposal of hazardous materials. Source: Project Plans.					
9.b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
Discussion: The routine use of hazardous materials is not proposed for this project. Source: Project Plans.					

9.c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
<p>Discussion: The emission or handling of hazardous materials, substances, or waste is not proposed for this project.</p> <p>Source: Project Plans, Project Location.</p>					
9.d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
<p>Discussion: The project site is not included on a list of hazardous materials compiled pursuant to Government Code Section 65962.5 and therefore would not result in the creation of a significant hazard to the public or the environment.</p> <p>Source: Project Location, California Department of Toxic Substances Control, Hazardous Waste and Substances Site List (Cortese), accessed June 1, 2021.</p>					
9.e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?				X
<p>Discussion: The project site is not located within an airport land use plan, or within 2 miles of any known airport.</p> <p>Source: Project Location.</p>					
9.f.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
<p>Discussion: The proposed townhouses would be located on a privately-owned parcel. This parcel would be accessed from Rutherford Avenue via a proposed driveway. The proposed project would not impede, change, or close any roadways that could be used for emergency purposes and all existing roads would remain unchanged. There is no evidence to suggest that the project would interfere with any emergency response plan. Therefore, the project poses no impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps.</p>					

9.g.	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	
<p>Discussion: The project site is not located within any local, state or federal fire risk zones. In addition, the project was reviewed by Menlo Park Fire Department and received conditional approval subject to compliance with the California Building Code. No further mitigation, beyond compliance with the standards and requirements of the Menlo Park Fire Department, is necessary.</p> <p>Source: Project Location, California State Fire Severity Zones Maps, Menlo Park Fire Department.</p>					
9.h.	Place housing within an existing 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
<p>Discussion: The project site is not located in such an area.</p> <p>Source: Project Location, County GIS Maps, Federal Emergency Management Agency Flood Insurance Rate Map 06081C0303E, effective October 16, 2012.</p>					
9.i.	Place within an existing 100-year flood hazard area structures that would impede or redirect flood flows?				X
<p>Discussion: The project site is not located in such an area.</p> <p>Source: Project Location, County GIS Maps, Federal Emergency Management Agency Flood Insurance Rate Map 06081C0303E, effective October 16, 2012.</p>					
9.j.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
<p>Discussion: No dam or levee is located in close proximity to the project site; therefore, there is no risk of flooding due to failure of a dam or levee.</p> <p>Source: Project Plans, Project Location, County GIS Maps, San Mateo County Hazards Maps.</p>					
9.k.	Inundation by seiche, tsunami, or mudflow?				X
<p>Discussion: The project site is not located in a tsunami or seiche inundation area. The project site is in a highly urbanized flat-terrain area of the County where mudflow is not a concern.</p> <p>Source: Project Plans, Project Location, County GIS Maps, San Mateo County Hazards Maps.</p>					

10. HYDROLOGY AND WATER QUALITY. Would the project:				
	Potentially Significant Impacts	Significant Unless Mitigated	Less Than Significant Impact	No Impact
10.a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality (consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash))?			X	
<p>Discussion: The proposed project has the potential to generate polluted stormwater runoff during site grading and construction-related activities. The project would be required to comply with the County's Drainage Policy requiring post-construction stormwater flows to be at, or below, preconstruction flow rates. A hydrology report was prepared by SMP Engineers, dated December 2020, detailing the proposed drainage system (Attachment F). The hydrology report's calculations outlines that the proposed detention system is designed such that post-development runoff would be less than pre-development runoff, and no runoff would be diverted from one drainage area to another.</p> <p>The proposed project, including the discussed hydrology report and plans, were reviewed and conditionally approved by the Building Inspection Section's Drainage Section for compliance with County drainage standards. Based on the hydrology report and review by the County's Drainage Section, the project is not expected to violate any water quality standards or waste discharge requirements. Based on these findings, the project impact would be less than significant.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				
10.b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
<p>Discussion: In order to evaluate the geotechnical engineering characteristics of the soil layers underlying the project site, the Summit Engineering report (discussed in Section 7.a.i.) discussed the three borings drilled on the project parcels. According to the report, groundwater was not encountered. The development would receive water service from the California Water Service-Bear Gulch and does not involve the well construction.</p> <p>Source: Project Plans, Project Location, San Mateo County Hazards Maps, Summit Engineering Geotechnical Report (dated January 25, 2020).</p>				

10.c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:				
i. Result in substantial erosion or siltation on- or off-site;		X		
<p>Discussion: The proposed project does not involve the alteration of the course of a stream or river. The project involves the construction of 6,134 sq. ft. of impervious surface. The proposed development on the project parcel would include drainage features that have been approved by the Drainage Section. With Mitigation Measure 4 to address potential impacts during construction activities, the project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;			X	
<p>Discussion: Pursuant to the discussion in Section 10.a, the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
<p>Discussion: Pursuant to the discussion in Section 10.a, the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				
iv. Impede or redirect flood flows?			X	
<p>Discussion: Pursuant to the discussion in Section 10.a, the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				

10.d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
<p>Discussion: Pursuant to the discussion in Section 9.k, the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, San Mateo County Hazards Maps.</p>				
10.e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	
<p>Discussion: The Sustainable Groundwater Management Act (SGMA) of 2015 requires local regions to create groundwater sustainability agencies (GSA's) and to adopt groundwater management plans for identified medium and high priority groundwater basins. San Mateo County has nine identified water basins. These basins have been identified as low-priority, are not subject to the SGMA, and there is no current groundwater management agency or plan that oversees these basins. Also, see discussion in Section 10.b.</p> <p>The project includes an on-site drainage system that complies with the San Mateo County Water Pollution Prevention Program (SMCWPPP) which enforces the State requirements for stormwater quality control.</p> <p>Source: Project Plans; San Mateo County Office of Sustainability, Groundwater Website https://www.smcsustainability.org/energy-water/groundwater/</p>				
10.f. Significantly degrade surface or groundwater quality?			X	
<p>Discussion: As discussed in Section 10.b, the project does not project involve any new wells and would have water service from California Water Service-Bear Gulch. Thus, the project would pose a less than significant impact.</p> <p>Source: Project Plans, California Water Service-Bear Gulch.</p>				
10.g. Result in increased impervious surfaces and associated increased runoff?		X		
<p>Discussion: Pursuant to the discussion in Section 10.c and the cited mitigation measures, the proposed project will have a less than significant impact.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section.</p>				

11. LAND USE AND PLANNING. Would the project:				
	Potentially Significant Impacts	Significant Unless Mitigated	Less Than Significant Impact	No Impact
11.a. Physically divide an established community?				X
<p>Discussion: The proposed project does not require the construction of new road infrastructure and would not result in the division of an established community.</p> <p>In addition, the project site is located in the Sequoia Tract area of San Mateo County, where residentially zoned parcels abut commercially zoned and developed parcels fronting Woodside Road. The project site is relatively larger in size compared to the surrounding residential parcels within the same existing R-1/S-74 zoning district, and abuts both commercial and multi-family development/zoned parcels. The proposed project will allow for better utilization of the larger parcel for multi-family residential development between the higher intensity commercial development along Woodside Road, the existing adjacent multi-family residential development, and the lower density single-family residential Sequoia Tract neighborhood. Therefore, the proposed rezone will not result in the division of an established community.</p> <p>Source: Project Plans, Project Location.</p>				
11.b. Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X
<p>Discussion: The proposed rezoning would be consistent with the type and density of development in the surrounding area, which includes commercial, multi-family and single-family residential development. Further, see staff's discussion in 11.a. above. The subject initial study considers the applicable County General Plan and Zoning Regulations and supports that the proposed change in zoning and general plan designations would not result in any adverse impacts to plans adopted for the purpose of avoiding or mitigating an environmental impact.</p> <p>Source: Project Plans, Project Location, San Mateo County General Plan, and Zoning Regulations.</p>				
11.c. Serve to encourage off-site development of presently undeveloped areas or increase development intensity of already developed areas (examples include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?			X	
<p>Discussion: The project would not serve to encourage off-site development of presently undeveloped areas. The project proposes amending the zoning and general plan designation of the project site only, which will allow for increased development density on the project site than exists today. The project would be connected to already available municipal water from California Water Service-Bear Gulch and sewer services from the Fair Oaks Sewer Maintenance District.</p>				

Source: Project Plans, Project Location, California Water Service-Bear Gulch, Fair Oaks Sewer Maintenance District.

12. MINERAL RESOURCES. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
12.a. Result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State?				X
<p>Discussion: The proposed project neither involves nor results in any extraction or loss of mineral resources. Therefore, the project poses no impact.</p> <p>Source: Project Plans.</p>				
12.b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
<p>Discussion: There are no known mineral resources on the project parcel; therefore, the proposed project would not result in the loss of availability of a locally important mineral resource recovery site as delineated on a local general plan, specific plan, or other land use plan.</p> <p>Source: Project Plans.</p>				

13. NOISE. Would the project result in:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
13.a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
<p>Discussion: The proposed project would not produce any long-term significant noise source. However, the project would generate short-term noise associated with grading and construction activities. The short-term noise during grading and construction activities would be temporary, where volume and hours are regulated by Section 4.88.360 (Exemptions) of the San Mateo County Ordinance Code for Noise Control.</p>				

Source: Project Plans, Project Location, San Mateo County Ordinance.				
13.b. Generation of excessive ground-borne vibration or ground-borne noise levels?		X		
Discussion: The habitation of the proposed six (6) townhouses is not expected to generate excessive ground-borne vibration or noise levels. The project proposes to utilize a concrete slab foundation which will prevent excessive ground-borne vibration or ground-borne noise levels. Source: Project Plans, Project Location, San Mateo County Ordinance.				
13.c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, exposure to people residing or working in the project area to excessive noise levels?				X
Discussion: The project site is not located within the vicinity of a private airstrip or an airport land use plan, or within 2 miles of a public airport. Source: Project Location.				

14. POPULATION AND HOUSING. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
14.a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
Discussion: The project will serve to accommodate six additional units in an already highly urbanized area and therefore would not result in substantial population growth. See additional discussion in Section 11.c, above. Source: Project Plans.				
14.b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X
Discussion: The project will serve to accommodate a greater number of housing units than the two single-family residences currently present onsite; therefore, the project will not result in the displacement of substantial numbers of existing people or housing.				

Source: Project Plans.

15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
15.a. Fire protection?				X
15.b. Police protection?				X
15.c. Schools?				X
15.d. Parks?				X
15.e. Other public facilities or utilities (e.g., hospitals, or electrical/natural gas supply systems)?				X

Discussion: The proposed project is to construct a townhouse complex in a residential area abutting a commercial area. The proposed project does not involve and is not associated with the provision of new or physically altered government facilities, nor will it generate a need for an increase in any such facilities. The project has been reviewed and preliminarily approved by the Menlo Park Fire Department. The project site is in a highly urbanized area, where police, school and park services presently exist.

Source: Project Plans, Project Location.

16. RECREATION. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
16.a. Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X

Discussion: The addition housing units to the area could generate an increase in the use of existing neighborhood or regional parks or other recreational facilities; however, any potential increase in use as a result of six additional units to the already highly urbanized area is not expected to result in a substantial physical deterioration of such facilities.

Source: Project Plans, Project Location.				
16.b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
<p>Discussion: The project does not involve the construction of any recreational facilities. The project involves the construction of a six (6) unit townhouse complex on a residential parcel and would not require the construction or expansion of existing recreational facilities.</p> <p>Source: Project Plans.</p>				

17. TRANSPORTATION. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
17.a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, and parking?		X		
<p>Discussion: A Traffic Impact Analysis (Hexagon analysis) (Attachment H), dated December 16, 2019, was prepared by Hexagon Transportation Consultant, Inc., was prepared for the project. According to the Hexagon analysis, the proposed development would generate a net 38 daily trips, with 3 trips (1 inbound and 2 outbound) occurring during the AM peak hour and 4 trips (3 inbound and 1 outbound) occurring during the PM peak hour. Per the Screening Thresholds for Land Use Projects section of the Technical Advisory on Evaluating Transportation Impacts in CEQA document published by the Governor's Office of Planning and Research, the proposed project "may be assumed to cause a less-than significant transportation impact" because it generates or attracts fewer than 110 trips per day. With respect to compliance with the Department of Public Works' 2013 Traffic Impact Study Requirements, the project does not meet the threshold of a significant adverse impact on traffic conditions in San Mateo County because it does not meet their minimum threshold of 100 trips an hour and/or 500 trips daily.</p> <p>Though the California Environmental Quality Act no longer allows Level of Service (LOS) to be utilized as a metric to determine traffic impacts, the Hexagon analysis states that the added project trips would not degrade the levels of service and are not expected to result in a noticeable increase in vehicle delay at the study intersections. The Woodside Road and San Carlos Avenue intersection would continue to operate at an acceptable level of service with the added project trips. The Woodside Road/Rutherford Avenue intersection would continue to operate at an unacceptable LOS F during the PM peak hour. However, the added project trip would not cause a noticeable increase in vehicle delay on the westbound stop-controlled approach.</p> <p>The Hexagon analysis correctly states that the proposed parking supply (2 vehicle spaces per townhouse) meets the required parking as stipulated by the County Zoning Regulations.</p>				

According to the Hexagon analysis, the proposed development would provide compliant standard and emergency access to and circulation around the project site. The site plan shows adequate site access and on-site circulation, and no significant operational issues are expected to occur as a result of the project. The project would not have an adverse effect on the existing transit, pedestrian, or bicycle facilities in the study area.

The adequacy of access to and from the site has been reviewed by both the County's Department of Public Works and the Menlo Park Fire Department, who have concluded that such access complies with their respective policies and requirements.

The Hexagon analysis does note that, since street parking is allowed on Rutherford Avenue, parked cars along the street could obstruct the vision of exiting drivers if there were cars parked next the driveway. Therefore, the following mitigation measure is recommended to minimize such impacts to a less than significant level:

Mitigation Measure 5: To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval.

Source: Project Plans, Project Location, Hexagon Transportation Consultants, Inc. Traffic Operations Study and Vehicle Miles Traveled (VMT) Analysis for the Proposed Townhomes at 1301-1311 Woodside Road in San Mateo County (dated December 16, 2019), Screening Thresholds for Land Use Projects section of the Technical Advisory on Evaluating Transportation Impacts in CEQA, Menlo Park Fire Department.

17.b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b) *Criteria for Analyzing Transportation Impacts*?

Note to reader: Section 15064.3 refers to land use and transportation projects, qualitative analysis, and methodology.

X

Discussion: CEQA Guidelines Section 15064.3, Subdivision (b) Criteria for Analyzing Transportation Impacts, describes specific considerations for evaluating a project's transportation impacts. It states that, generally, vehicle miles traveled is the most appropriate measure of transportation impacts. "Vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. The project involves the construction of six-unit townhouse complex within a highly urbanized residential and commercial area. The project will result in a temporary increase in traffic levels during construction and a negligible permanent increase in traffic levels after construction. Therefore, the project does not conflict with CEQA Guidelines Section 15064.3.

The project is also screened from the requirement for a Vehicle Miles Traveled (VMT) analysis pursuant to Senate Bill (SB) 743 and Section 15064.3 of the CEQA Guidelines as a "small project" based on the State of California Governor's Office of Planning and Research's (OPR) December 2018 Technical Advisory for Evaluating Transportation Impacts in CEQA to achieve compliance with SB 743 as the project would generate a future potential of less than 110 daily trips. See further discussion in Section 17.a.

Source: Project Plans, CEQA Guidelines Section 15064.3, Subdivision (c) Applicability.

17.c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
<p>Discussion: Pursuant to the discussion in Section 17.a., the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, Hexagon Transportation Consultants, Inc. Traffic Operations Study and Vehicle Miles Traveled (VMT) Analysis for the Proposed Townhomes at 1301-1311 Woodside Road in San Mateo County (dated December 16, 2019), Menlo Park Fire Department.</p>				
17.d. Result in inadequate emergency access?			X	
<p>Discussion: Pursuant to the discussion in Section 17.a., the proposed project would have a less than significant impact.</p> <p>Source: Project Plans, Project Location, Hexagon Transportation Consultants, Inc. Traffic Operations Study and Vehicle Miles Traveled (VMT) Analysis for the Proposed Townhomes at 1301-1311 Woodside Road in San Mateo County (dated December 16, 2019), Menlo Park Fire Department.</p>				

18. TRIBAL CULTURAL RESOURCES. Would the project:				
	Potentially Significant Impacts	Significant Unless Mitigated	Less Than Significant Impact	No Impact
18.a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)				X

Discussion: The project is not listed in a local register of historical resources, pursuant to any local ordinance or resolution as defined in Public Resources Code Section 5020.1(k), the project poses no impact.

Source: Project Location, California Register of Historical Resources.

- | | | | | |
|--|--|---|--|--|
| ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Subdivision (c) of Public Resources Code Section 5024.1. (In applying the criteria set forth in Subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.) | | X | | |
|--|--|---|--|--|

Discussion: A Sacred Lands File and Native American Contacts List Request was sent to the Native American Heritage Commission on June 3, 2021. A record search of the Native American Heritage Commission Sacred Lands File was completed, and the results were negative. Although the project is not subject to Assembly Bill 52 (Tribal Consultation), as the County has no records of written requests for formal notification of proposed projects within the County from any traditionally or culturally affiliated California Native American tribes, the County seeks to satisfy the Native American Heritage Commission's best practices to consult with California Native American tribes that are traditionally and culturally affiliated with the geographic area of the proposed project to avoid inadvertent impacts on tribal cultural resources. On June 23, 2021, a letter was mailed via certified mail to the tribes identified by the Native American Heritage Commission. To date, no request for consultation was received. Therefore, while the project is not expected to cause a substantial adverse change to any potential tribal cultural resources pursuant to discussion in Sections 5.a. and 5.b., the following mitigation measures are recommended to minimize any potential significant impacts to unknown tribal cultural resources:

Mitigation Measure 6: Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.

Mitigation Measure 7: In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.

Mitigation Measure 8: Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Source: Project Plans, Project Location, Native American Heritage Commission, State Assembly Bill 52, California Historical Resources Information System Review Letter (dated June 15, 2021).

19. UTILITIES AND SERVICE SYSTEMS. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
19.a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
<p>Discussion: The proposed project would connect to and receive sewage services from the Fair Oaks Sewer District and water service from California Water Service-Bear Gulch. The proposed project does not involve or require any water or wastewater treatment facilities that would exceed any requirements of the Regional Water Quality Control Board. In addition, the project would connect to PG&E infrastructure for electric power.</p> <p>As discussed in Section 10.a., the permanent project would be required to comply with the County's Drainage Policy requiring post-construction stormwater flows to be at, or below, pre-construction flow rates. The proposed drainage system design, reviewed and approved by the County Drainage Section, would accommodate the proposed project, and ensure pre-construction runoff levels are maintained or reduced. Based on these findings, the project impact is expected to be less than significant.</p> <p>Source: Project Plans, Project Location, County GIS Maps, SMP Engineers Hydrology Report (dated December 2020), County Drainage Section, Fair Oaks Sewer District, California Water Service-Bear Gulch.</p>				
19.b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
<p>Discussion: The project parcels are currently served by California Water Service-Bear Gulch. The project has been preliminarily reviewed by California Water Service-Bear Gulch, and they did not raise any objections to the ability to continue serving the properties with the newly proposed units. Therefore, the project poses no impact.</p> <p>Source: Project Plans, California Water Service-Bear Gulch.</p>				
19.c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X

Discussion: The Fair Oaks Sewer District has indicated that they have adequate capacity to serve the project's sanitary sewerage demands. Therefore, the project poses no impact.

Source: Project Plans, Fair Oaks Sewer District.

19.d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

X

Discussion: The construction of the project would generate some solid waste, both during construction and after completion (on an ongoing basis typical for that generated by residential uses). The six (6) townhouses would receive municipal trash and recycling pick-up service by Recology. The County's local landfill facility is the Corinda Los Trancos (Ox Mountain) Landfill, located at 2310 San Mateo Road (State Highway 92), a few miles east of Half Moon Bay. This landfill facility has permitted capacity/service life until 2034.

Therefore, the project impact is less than significant.

Source: San Mateo County Environmental Health Services.

19.e. Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?

X

Discussion: The project site would receive solid waste service by Recology. The landfill cited in Section 19.d. is licensed and operates pursuant to all Federal, State and local statutes and regulations as overseen by the San Mateo County Health System's Environmental Health Services. Therefore, the project impact would be less than significant.

Source: San Mateo County Environmental Health Services.

20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
20.a. Substantially impair an adopted emergency response plan or emergency evacuation plan?				X

Discussion: The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones.

Source: Project Location, California Department of Forestry and Fire Protection (Fire Hazard Severity Maps).

20.b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
<p>Discussion: The project site is located in a highly urbanized area and is not within or near an area of wildfire hazard concern.</p> <p>Source: Project Location, California Department of Forestry and Fire Protection (Fire Hazard Severity Maps).</p>				
20.c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
<p>Discussion: The project site is located in a highly urbanized area and is not located within or near an area of wildlife hazard concern. Therefore, the project does not require the provision of roads or fuel breaks, or additional powerlines or other utilities that may exacerbate fire risk or result in impacts to the environment.</p> <p>Source: Project Plans, Project Location, California Department of Forestry and Fire Protection (Fire Hazard Severity Maps).</p>				
20.d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X
<p>Discussion: The project site is located on a flat parcel in a highly urbanized area without any nearby topographic slopes that could be subject to downslope flooding or landslides following a wildfire.</p> <p>Source: Project Plans, Project Location.</p>				

21. MANDATORY FINDINGS OF SIGNIFICANCE.				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
21.a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
<p>Discussion: No sensitive habitats are mapped in the project area. The project site is located in a highly urbanized area of the County and supports existing residential development.</p> <p>Source: Project Plans, Project Location, California Natural Diversity Database.</p>				
21.b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		X		
<p>Discussion: Based on the discussions in the previous sections where the project impact was determined to be less than significant or required mitigation measures to ensure a less than significant impact, the proposed project would not have impacts that are cumulatively considerable. This project would have a less than significant cumulative impact upon the environment and no evidence has been found that the project would result in broader regional impacts.</p> <p>Source: All Applicable Sources Previously Cited in This Document.</p>				
21.c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X
<p>Discussion: As discussed in the previous sections, the proposed project is to construct a new six (6) unit townhouse complex. Based on the discussions in the previous sections where project impacts were determined to be less than significant, or mitigation measures were required to result in an overall less than significant impact, the proposed project would not cause significant adverse effects on human beings, either directly or indirectly.</p>				

Source: All Applicable Sources Previously Cited in This Document.

RESPONSIBLE AGENCIES. Check what agency has permit authority or other approval for the project.

AGENCY	YES	NO	TYPE OF APPROVAL
Bay Area Air Quality Management District		X	
Caltrans	X		Encroachment Permit
City		X	
California Coastal Commission		X	
County Airport Land Use Commission (ALUC)		X	
Other: _____		X	
National Marine Fisheries Service		X	
Regional Water Quality Control Board		X	
San Francisco Bay Conservation and Development Commission (BCDC)		X	
Sewer/Water District: Fair Oaks Sewer District	X		Sewer Inspection Permit
State Department of Fish and Wildlife		X	
State Department of Public Health		X	
State Water Resources Control Board		X	
U.S. Army Corps of Engineers (CE)		X	
U.S. Environmental Protection Agency (EPA)		X	
U.S. Fish and Wildlife Service		X	

MITIGATION MEASURES

	<u>Yes</u>	<u>No</u>
Mitigation measures have been proposed in project application.		X
Other mitigation measures are needed.	X	
<p>The following measures are included in the project plans or proposals pursuant to Section 15070(b)(1) of the State CEQA Guidelines:</p> <p><u>Mitigation Measure 1:</u> The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:</p>		

- a. Water all active construction areas at least twice daily.
- b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
- c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.
- d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
- e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.

Mitigation Measure 2: The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.

Mitigation Measure 3: The design of the proposed development (upon application submittal of the Building Permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.

Mitigation Measure 4: At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:

- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
- b. Minimize the area of bare soil exposed at one time (phased grading).
- c. Clear only areas essential for construction.

- d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
- e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
- f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.
- g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 ft., or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.
- h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.
- i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.
- j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.
- k. Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.
- l. No erosion or sediment control measures will be placed in vegetated areas.
- m. Environmentally-sensitive areas shall be delineated and protected to prevent construction impacts.
- n. Control of fuels and other hazardous materials, spills, and litter during construction.
- o. Preserve existing vegetation whenever feasible.

Mitigation Measure 5: To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval.

Mitigation Measure 6: Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.

Mitigation Measure 7: In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.

Mitigation Measure 8: Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

DETERMINATION (to be completed by the Lead Agency).

On the basis of this initial evaluation:

I find the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared by the Planning Department.

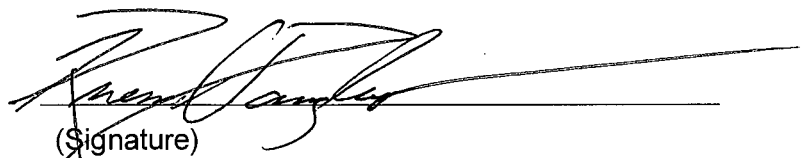
X

I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because of the mitigation measures in the discussion have been included as part of the proposed project. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

August 11, 2021

Date



(Signature)

Planner III/Design Review Officer

(Title)

ATTACHMENTS

- A. Vicinity Map
- B. Project Plans
- C. Arbor Logic Arborist Report (dated September 23, 2019)
- D. California Historical Resources Information System Review Letter (dated June 15, 2021)
- E. Summit Engineering Geotechnical Report (dated January 25, 2020)
- F. SMP Engineers Hydrology Report (dated December 2020)
- G. EECAP Checklist
- H. Hexagon Transportation Consultants, Inc. Traffic Operations Study and Vehicle Miles Traveled (VMT) Analysis for the Proposed Townhomes at 1301-1311 Woodside Road in San Mateo County (dated December 16, 2019)

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COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT K

County of San Mateo
Planning and Building Department

In-Lieu Park Fee Worksheet

[This formula is excerpted from Section 7055 of the County's Subdivision Regulations]

This worksheet should be completed for any residential subdivision which contains 50 or fewer lots. For subdivisions with more than 50 lots, the County may require either an in-lieu fee or dedication of land.

1. **For the parcel proposed for subdivision, look up the value of the land on the most recent equalized assessment roll. (Remember you are interested in the land only.)**

Value of Land = 828,807

2. **Determine the size of the subject parcel in acres.**

Acres of Land = .3

3. **Determine the value of the property per acre.**

- a. **Set up a ratio to convert the value of the land given its current size to the value of the land if it were an acre in size.**

Formula:	
$\frac{\text{Parcel Size in Acres (From Item 2)}}{1 \text{ Acre of Land}}$	$\frac{\text{Value of Subject Parcel (From Item 1)}}{\text{Value of Land/Acre}}$
Fill Out:	
$\frac{.3}{1 \text{ Acre}}$	$\frac{828,807}{\text{Value of Land/Acre}}$

- b. **Solve for X by cross multiplying.**

Formula:	
$\text{Value of Land} = \frac{\text{Value of the Subject Parcel (From Item 1)}}{\text{Size of the Subject Parcel in Acres (From Item 2)}}$	$= \frac{2,762,690}{.3}$
Fill Out:	
$\text{Value of Land} = \frac{828,807}{.3}$	$= \$ 2,762,690$

4. **Determine the number of persons per subdivision.**

Formula:				
Number of New Lots Created*	X	2.87**	=	Number of Persons Per Subdivision
*Example = A 2-lot split would = 1 newly created lot.				
Fill Out:				
5	X	2.87**	=	14.35
**Average number of persons per dwelling unit according to the most recent federal census (2010).				

5. **Determine the parkland demand due to the subdivision.**

Formula:				
Number of Persons Per Subdivision (From Item 4)	X	0.003*** Acres/Person	=	Parkland Demand
Fill Out:				
14.35	X	0.003*** Acres/Person	=	.04305
***Section 7055.1 of the County's Subdivision Ordinance establishes the need for 0.003 acres of parkland property for each person residing in the County.				

6. **Determine the parkland in-lieu fee.**

Formula:				
Parkland Demand (From Item 5)	X	Value of the Land/Acre (From Item 3.b)	=	Parkland In-Lieu Fee
Fill Out:				
.04305	X	2,762,690	=	118,933.80



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT L

December 15, 2021

Moshe Dinar
PO Box 70601
Oakland, CA 94612
Sent via email: dinararch@sbcglobal.net



Dear Mr. Dinar:

Subject: **LETTER OF DECISION**
File Number: PLN2019-00252
Address: 1301 and 1311 Woodside Rd, Sequoia Tract
APNs: 069-311-250 and 069-311-340

On December 8, 2021, the San Mateo County Planning Commission considered a General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to construct a six (6) unit 18,550 sq. ft. townhouse complex. The project proposes to amend the parcel's General Plan designation from Medium Density Residential to High Density Residential and zoning from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3) of two existing parcels (combined 13,225 sq. ft.). The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees.

Based on information provided by staff and evidence presented at the hearing, that the Planning Commission recommend that the Board of Supervisors adopt the Mitigated Negative Declaration and approve the General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A..

Please direct any questions to Project Planner Olivia Boo at rpanglao@smcgov.org. Please provide feedback, please visit the Department's Customer Survey at the following link: <http://planning.smcgov.org/survey>.

Sincerely,

A handwritten signature in blue ink, appearing to read "Janneth Lujan".

Janneth Lujan
Planning Commission Secretary

cc: Department of Public Works
Building Inspection Section
Kardosh Mounir



County of San Mateo
Planning and Building Department

ACTION, FINDINGS, AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2019-00252

Hearing Date: December 8, 2021

Prepared By: Ruemel Panglao
Project Planner

Approved By: Planning Commission

ACTION

That the Planning Commission recommend that the San Mateo County Board of Supervisors:

1. Adopt a resolution adopting the Initial Study and Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program;
2. Adopt a resolution to change the subject parcels' General Plan Land Use designation from Medium Density Residential to High Density Residential;
3. Adopt an ordinance to change the subject parcels' Zoning Map designation from R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-family Residential/5,000 sq. ft. lot minimum); and
4. Adopt the findings and conditions found in Attachment A of the staff report.

FINDINGS

That the Planning Commission recommend that the San Mateo County Board of Supervisors:

Regarding the Environmental Review, Found:

1. That the Board of Supervisors does hereby find that the Initial Study/Mitigated Negative Declaration reflects the independent judgment of San Mateo County.
2. That the Initial Study/Mitigated Negative Declaration is complete, correct, and adequate and prepared in accordance with the California Environmental Quality Act (CEQA) and applicable State and County Guidelines.
3. That on the basis of the Initial Study/Mitigated Negative Declaration, comments received hereto, testimony presented and considered at the public hearing, and based on analysis contained in the staff reports prepared for the Board of Supervisors, there is no substantial evidence that the project will have a significant

effect on the environment.

4. That the Mitigation Measures (numbered 1 through 9) in the Initial Study/Mitigated Negative Declaration and agreed to by the owner and placed as conditions on the project address the Mitigation Monitoring and Reporting Plan requirements of California Public Resources Code Section 21081.6.1. The Mitigation Measures have been included as conditions of approval in this attachment. This attachment shall serve as the Mitigation Monitoring and Reporting Plan.

Regarding the General Plan Land Use Map Amendment and Zoning Map Amendment, Found:

5. That the proposed rezoning of the subject parcels meets the public necessity, convenience, and the general welfare of the community. The project parcel is located in the highly urbanized Sequoia Tract area of San Mateo County. The proposed rezoning would be compatible with the type and density of development in the area and will allow better utilization of the combined parcels for a transitional buffer of multi-family residential development between the commercial corridor along Woodside Road and single-family residential area within the Sequoia Tract neighborhood. The rezoning provides the opportunity the development of much needed housing in an area that already has this use present, as well as adequate infrastructure.
6. That the General Plan Land Use Map Amendment is compatible with adjacent land uses and will not be in conflict with the policies of the General Plan. The property abuts commercial development along Woodside Road and multi-family and single-family development. The project site is comparably larger in size at 13,225 sq. ft. than the 5,000 sq. ft. – 10,000 sq. ft. adjoining one-family residential zoned parcels. Redesignation of the subject parcels will allow better utilization of the project site as a transitional buffer of multi-family residential development between the higher intensity commercial corridor while maintaining a consistent land use pattern in the area.

Regarding the Major Subdivision, Find:

7. That there are special circumstances or conditions affecting the property, or the exception is necessary for the preservation and enjoyment of substantial property rights of the owner/subdivider. Due to the attached nature and relatively narrow design of traditional townhomes, the lot width and street frontage required for such development is smaller than the required fifty (50) feet and twenty (20) feet, respectively, typically associated with detached single-family dwellings. Two lots lack street frontage entirely but do access the shared private driveway due to the configuration required to build six (6) units. This number of townhouses could not be achieved without the loss of street frontage for a small number of the lots.
8. That the exception enhances or is appropriate for the proper design and/or function of the subdivision. The proposed exceptions are appropriate to accommodate six (6) townhouse units and the necessary access via the shared driveway.

9. That the exception facilitates or guarantees preservation of sensitive habitats or natural or scenic resources, will not negatively impact adequate infrastructure capacity, will not have any adverse cumulative impacts; or will avoid natural or man-made hazards. There are no sensitive habitats or natural or scenic resources on site and water and sewer capacity have been confirmed.
10. That the granting of the exception will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated. Specifically, the relief from lot width and street frontage requirements will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated, addressed in the review of Department of Public Works and Menlo Park Fire Protection District. The additional units will improve public welfare by increasing the available housing stock in the County and by providing an affordable housing unit.
11. That the proposed map is consistent with applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
12. That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
13. That the site is physically suitable for the type and proposed density of development. The site is in a highly urbanized area and is relatively flat. In addition, there are no sensitive resources on site. The proposed density is within the range of the proposed General Plan designation. Water and sewer capacity has been confirmed.
14. That the design of the subdivision or type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. It is not anticipated that the project will cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The site is located in a highly urbanized area and contains no sensitive environmental resources.
15. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is not likely to cause serious public health problems as it is served by public water and sewer systems. There are no hazardous or noxious uses proposed and no public health problems are likely to occur from construction and grading work.
16. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. There are no existing public access easements on the parcels, nor are any being proposed.

17. That in this connection, the Advisory Agency may approve a map if it is found that alternate easements, for access or for use, are otherwise available within a reasonable distance from the subdivision, will be provided, and are substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the Advisory Agency to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. There are no existing easements.
18. That the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 ("The Williamson Act") and that the resulting parcels following a subdivision of that land would not be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (a) Less than ten (10) acres in size in the case of prime agricultural land, or (b) Less than forty (40) acres in size in the case of land which is not prime agricultural land. A subdivision of land subject to the Williamson Act, with parcels smaller than those specified above, may be approved only under the special circumstances prescribed in Section 66474.4(b) of the Map Act. The subject parcels are not subject to a Williamson Act contract and are not designated by the General Plan as open space.
19. That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code. The Fair Oaks Sewer Maintenance District (operated by the San Mateo County Department of Public Works) has reviewed the application and found no concerns with the connections to the public sewer system.
20. That, for a subdivision on land located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177 of the California Government Code, all of the following are supported by substantial evidence in the record:
 - a. The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code;
 - b. Structural fire protection and suppression services will be available for the subdivision through a county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity; or the Department of Forestry and Fire Protection by contract entered into Pursuant to Sections 4133, 4142, or 4144 of these Public Resources Code; and

- c. To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code as interpreted and applied by the County Fire Marshal, and any applicable County ordinance.

The project parcels are not located in a state responsibility area or a very high fire hazard severity zone. The project was reviewed by the Menlo Park Fire Protection District and received conditional approval.

Regarding the Grading Permit, Found:

21. That the granting of the permit will not have a significant adverse effect on the environment. The project has been reviewed by the Planning Section, who prepared an Initial Study/Mitigated Negative Declaration and found that the project can be completed without significant harm to the environment as conditioned.
22. That this project, as conditioned, conforms to the criteria of the San Mateo County Grading Ordinance and is consistent with the General Plan. Planning staff and the Department of Public Works have reviewed the project and have determined its conformance to the criteria of Section 9296 and the San Mateo County General Plan.

CONDITIONS OF APPROVAL

Current Planning Section

1. This approval only applies to the proposal, documents and plans described in this report and approved by the Board of Supervisors. Minor modifications to the project may be approved by the Community Development Director if they are consistent with the intent of, and in substantial conformance with this approval.
2. This subdivision approval is valid for two years, during which time a final map shall be recorded. An extension to the time period, pursuant to Section 7013.5 of the County Subdivision Regulations, may be issued by the Planning Department upon written request and payment of any applicable extension fees prior to the expiration date.
3. A building permit shall be applied for and obtained from the Building Inspection Section prior to demolishing any existing on-site structures.
4. Prior to recordation of the Final Map, the applicant shall pay to the San Mateo County Planning and Building Department in-lieu park fees as required by County Subdivision Regulations, Section 7055.3. The fees shall be based upon the assessed value of the project parcel at the time of recordation and calculated as shown on the attached worksheet.
5. Per Section 7028.4 of the County Subdivision Regulations, any new utilities shall be located underground from the nearest existing pole. No new poles are permitted to be installed.

6. Prior to recordation of the final map, the applicant shall submit to the Current Planning Section for review and approval the proposed common area Covenants, Conditions, and Restrictions (CC&Rs). Once approved, the CC&Rs shall be recorded with the final map and become binding upon all parcels created by this project. This document shall expressly address maintenance of common areas, landscaping, stormwater treatment/control devices and the private driveway and shared utilities therein.
7. The exterior colors and materials are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
8. At the building permit application stage, the project shall demonstrate compliance with the Water Efficient Landscape Ordinance (WELO) and provide the required information and forms.
9. The selected plant materials shall consist of California native, non-invasive drought tolerant species.
10. The applicant shall provide "finished floor elevation verification" to certify that the structures are actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural grade or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in

the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.

- f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.
11. The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including, but not limited to, the following:
- a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.
 - b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
 - c. Performing clearing and earth-moving activities only during dry weather.
 - d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 1 and April 30.
 - e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.
 - f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges, to storm drains and watercourses.
 - g. Use of sediment controls or filtration to remove sediment when dewatering the site and obtain all necessary permits.
 - h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
 - i. Limiting and timing applications of pesticides and fertilizers to prevent polluted runoff.
 - j. Limiting construction access routes and stabilization of designated access points.
 - k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.

- l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
 - m. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
 - n. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
- 12. The applicant shall include an erosion and sediment control plan to comply with the County's Erosion Control Guidelines on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.
- 13. No site disturbance shall occur, including any tree/vegetation removal or grading, until a building permit has been issued.
- 14. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Woodside Road and Rutherford Avenue. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Woodside Road and Rutherford Avenue. There shall be no storage of construction vehicles in the public right-of-way.
- 15. The property owner(s) shall coordinate with the project planner to record the Notice of Determination and pay an environmental filing fee of \$2,354.75 \$2,480.25 (or current fee), as required under Fish and Game Code Section 711.4(d), plus a \$50.00 recording fee to the San Mateo County within four (4) working days of the final approval date of this project.

16. All landscaping shall be properly maintained and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides and pesticides which can contribute to runoff pollution.
17. **Mitigation Measure 1:** The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:
 - a. Water all active construction areas at least twice daily.
 - b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
 - c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.
 - d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
 - e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.
18. **Mitigation Measure 2:** The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.
19. **Mitigation Measure 3:** The design of the proposed development (upon application submittal of the Building Permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations

by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.

20. **Mitigation Measure 4:** At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:
- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
 - b. Minimize the area of bare soil exposed at one time (phased grading).
 - c. Clear only areas essential for construction.
 - d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
 - e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
 - f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.
 - g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 feet, or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.
 - h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.
 - i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.

- j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.
 - k. Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.
 - l. No erosion or sediment control measures will be placed in vegetated areas.
 - m. Environmentally sensitive areas shall be delineated and protected to prevent construction impacts.
 - n. Control of fuels and other hazardous materials, spills, and litter during construction.
 - o. Preserve existing vegetation whenever feasible.
21. **Mitigation Measure 5:** To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval prior to occupancy.
22. **Mitigation Measure 6:** Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.
23. **Mitigation Measure 7:** In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.
24. **Mitigation Measure 8:** Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Grading Permit

25. No grading shall be allowed during the winter season (October 1 to April 30) to avoid potential soil erosion, unless the applicant applies for an Exception to the Winter Grading Moratorium and the Community Development Director grants the exception. Exceptions will only be granted if the associated building permit is a week or less from being issued, dry weather is forecasted during scheduled grading operations, and the erosion control plan includes adequate winterization measures (amongst other determining factors). An applicant-completed and County-issued grading permit "hard card" is required prior to the start of any land disturbance/grading operations 23. No grading activities shall commence until the property owner has been issued a grading permit (issued as the "hard card" with all necessary information filled out and signatures obtained) by the Current Planning Section.
26. Prior to any land disturbance and throughout the grading operation, the property owner shall implement the erosion control plan, as prepared and signed by the engineer of record and approved by the decision maker. Revisions to the approved erosion control plan shall be prepared and signed by the engineer and submitted to the Community Development Director for review and approval.
27. Prior to issuance of the grading permit "hard card," the property owner shall submit a schedule of all grading operations to the Current Planning Section, subject to review and approval by the Current Planning Section. The submitted schedule shall include a schedule for winterizing the site. If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule. All submitted schedules shall represent the work in detail and shall project the grading operations through to completion.
28. It shall be the responsibility of the engineer of record to regularly inspect the erosion control measures for the duration of all grading remediation activities, especially after major storm events, and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected, as determined by and implemented under the observation of the engineer of record.
29. For the final approval of the grading permit, the property owner shall ensure the performance of the following activities within 30 days of the completion of grading at the project site: (a) The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and the Grading Regulations, to the Department of Public Works and the Planning and Building Department's Geotechnical Engineer, and (b) The geotechnical consultant shall observe and approve all applicable work during construction and sign Section II of the Geotechnical Consultant Approval form, for submittal to the Planning and Building Department's Geotechnical Engineer and the Current Planning Section.

Building Inspection Section

30. The proposed project requires building permits that must be obtained prior to any demolition or construction activities.

Drainage Section

31. The following will be required at the time of building permit submittal:
- a. Drainage Report prepared and stamped by a Registered Civil Engineer demonstrating that the project complies with the County's current drainage policy restricting stormwater flows from development projects.
 - b. Final Grading and Drainage Plan prepared and stamped by a Registered Civil Engineer showing any features required to retain additional stormwater resulting from the new impervious areas onsite, including any metering to the public storm drain system as appropriate (as determined in the Drainage Report).
 - c. An updated C.3/C.6 Checklist (if changes to impervious areas have been made during the design phase).
 - d. Project shall comply with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3. Please refer to the San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance Manual for assistance in implementing LID measures at the site.
 - e. Prior to the final of the building permit for the project, the property owner shall coordinate with the Project Planner to enter into an Operation and Maintenance Agreement (O and M Agreement) with the County (executed by the Community Development Director) to ensure long-term maintenance and servicing by the property owner of stormwater site design and treatment control measures according the approved Maintenance Plan(s), for the life of the project. The O and M Agreement shall provide County access to the property for inspection and be recorded for the property.

Geotechnical Section

32. The geotechnical report will be peer reviewed at the time of building permit application.

Department of Public Works

33. The applicant shall have prepared, by a Registered Civil Engineer, a drainage analysis of the proposed subdivision and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property being subdivided shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post development flows and velocities shall not exceed those that existed in the predeveloped state. Recommended measures shall be designed and included in the street improvement plans and submitted to the Department of Public Works for review and approval.
34. Prior to the issuance of the building permit, the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20 percent) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
35. The applicant shall submit to the Department of Public Works, for review, documentation of ingress/egress and utility easements for the applicant's use and the use of others.
36. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
37. The applicant shall execute and record an agreement in a form approved by the County for maintenance of the approved access easement and shared stormwater facility.
38. Prior to the issuance of the Building Permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance #3277.
39. Prior to completion of the building permit, all storm drains on-site shall be labeled "No Dumping - Drains to Bay."
40. The applicant shall apply for an apportionment of the existing Sequoia Tract Storm Drainage Assessment District assessment on the property to the parcels created by this subdivision.

41. The applicant shall submit written certification from the appropriate utilities to the Department of Public Works and the Planning and Building Department stating that they will provide utility (e.g., sewer, water, energy, communication, etc.) services to the proposed parcels of this subdivision.
42. A maintenance agreement for all the plantings and irrigation in right of way shall be required. Otherwise remove these items from the right of way.

Fair Oaks Sewer District

43. The Sewer District will allow the proposed connections providing that all associated fees are paid. The Sewer District may require payment of additional sewer connection fees and sewage treatment capacity fees.
44. The applicant shall submit building plans to the Sewer District for review when the building permit application is submitted. The plans shall indicate the location of the existing and proposed sewer laterals to the Sewer District main.
45. Sewer Inspection Permits (SIP) must be obtained to cap the existing sewer laterals prior to demolition of the existing buildings. Sewer Inspection Permits may be obtained from the Sewer District office at 555 County Center, 5th Floor, Redwood City.

California Water Service – Bear Gulch

46. Any improvements to the water system will be at the owner(s) expense including additional services or fire protection needs.
47. All storm and sewer lines must have separation from Water, 10-foot horizontal separation and 1-foot vertical separation below the Water main or service line.
48. Service lines which go through one property to another property must have legal easements granted with documentation submitted to Cal-Water before installation.

Menlo Park Fire Protection District

49. Fire apparatus roadways, including public and the private 20-foot-wide driveway used for vehicle access to onsite garages, shall be capable of supporting the imposed weight of a 75,000-pound (34,050 kg) fire apparatus and shall be provided with an all-weather driving surface. Only paved or concrete surfaces are considered to be all-weather driving surfaces. CFC 2016, Appendix D.
50. Private Roadways serving three or more residential occupancies shall be all-weather roads with a minimum width of 20 feet and a clear height of 13 feet 6 inches. Roadways shall be designed to accommodate the weight of the fire apparatus and the minimum turning radii of 36 feet for fire apparatus, make necessary curb cuts at the driveway entrance off Rutherford Avenue. A turn-a-

round will not be required on this project. As specified by CFC Appendix D, Table D103.4.

51. NOTE ON FIELD PLAN: All curbing located within the complex that has not been assigned as onsite parking shall be designated as "No Parking Fire Lane". All fire lanes to comply with Menlo Park Fire Protection District (MFPD) standard for "Designation and Marking of Fire Lane"~ since there is only 1 point of access to the complex. Provide a complete no parking-fire lane striping plan with no parking signage in accordance with MPFD standard on subsequent submittal:
 - a. Required no parking signage installed at Rutherford Ave main entrance.
52. NOTE ON FIELD PLAN: Fire apparatus roadways, including public or private streets or roads used for vehicle access shall be installed and in service prior to construction. Fire protection water serving all hydrants shall be provided as soon as combustible material arrives on the site:
 - a. PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON THE SITE, CONTACT THE MENLO PARK FIRE PROTECTION DISTRICT TO SCHEDULE AN INSPECTION OF ROADWAYS AND FIRE HYDRANTS. CFC 2016.
53. For buildings 30 feet (9144 mm) and over in height above natural grade, the required fire apparatus access roadway shall be a minimum of 26 feet (7925 mm) in width and shall be positioned parallel to at least one entire side of the building, and the fire lane shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building. CFC 2016, Appendix D105:
 - a. Fire District staging areas to be determined for Aerial Ladder Truck Minimum and Maximum climbing angles. If a climbing angle is less than 50 degrees, the roadway shall be adjusted to comply to the charging condition listed above. Note, Aerial Ladder requires minimum 4 feet setback on any side to allow for outriggers.
54. If applicable, Traffic Opticom Signal Preemption System required for all traffic intersections controlled with a traffic signal. An encroachment permit shall accompany these installations.
55. Applicant to provide fire flow information through a separate engineered fire flow modeling report with corresponding plan sheet showing how this is to be achieved. This document shall be submitted to Menlo Park Fire Protection District for review and approval prior to issuance of grading and building permits. CFC 2016, Sec. 507.5.1 Appendix B Section 105.2 and Table 105.1
56. A Public hydrant is required on Woodside Road at Rutherford Avenue. All hydrants to comply to the following:

- a. All fire hydrants shall be wet barrel standard steamer type with 1-4 1/2-inch (114.3 mm) and 2-2 1/2-inch (63.5 mm) outlets. Menlo Park Fire Protection District CFC Sec. 507.5.1 Appendix C
- 57. Fire hydrants and fire appliances (fire department connections and post indicator valves) shall be clearly accessible and free from obstruction.
- 58. An approved Fire Sprinkler System shall be installed throughout structure. Residential units shall be designed to .15 gpm/1,500 sq. ft. of area plus hose stream allowance. In garage area, the automatic fire sprinkler system shall be designed to .20 gpm/ 2,000 sq. ft. of coverage area plus hose stream allowance. Fire sprinkler system to comply with NFP A 13 2016 edition and Menlo Park Fire Protection District Standards. A separate plan review fee will be collected upon review of these plans.
- 59. Means of egress components to include exit pathway throughout use, exit stairwells, exit enclosure providing access to exit doors, door hardware, exit signs, exit illumination and emergency lighting shall comply to CFC/CBC Chapter 10.
- 60. The single man door providing direct access to the Sprinkler Riser Assembly (for each building) shall require signage on the door accessing riser stating- "Riser Room" or agreed upon language.
- 61. Approved plans and approval letter must be on site at the time of inspection.
- 62. Final acceptance of this project is subject to field inspection.

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**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

DATE: December 8, 2021

TO: Planning Commission

FROM: Planning Staff

SUBJECT: EXECUTIVE SUMMARY: Consideration of an Initial Study and Mitigated Negative Declaration, a General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit to construct a six (6) unit, 18,550 sq. ft. townhouse development consisting of two (2) three-story buildings and twelve (12) parking spaces, on two existing parcels (combined 13,225 sq. ft.) at 1301 and 1311 Woodside Road, located in the Sequoia Tract area of the unincorporated San Mateo County. The project requires a General Plan Land Use Map amendment from Medium Density Residential to High Density Residential and Zoning Map amendment from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3). The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.

County File Number: PLN 2019-00252 (Dinar)

PROPOSAL

The subject parcels are currently zoned R-1/S-74 (One-Family Residential; S-74 Combining District; 5,000 sq. ft. minimum parcel size) and are proposed to be re-zoned to R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) to allow for higher density housing. The applicant proposes a General Plan Land Use Map amendment to change the parcels from Medium Density Residential, which allows 6.1 – 8.7 dwelling units/acre, to High Density Residential, which allows 17.5 – 87 dwelling units/acre. The applicant has proposed six (6) three-story townhouses (18,550 sq. ft. total). Residential units consist of five (5) four-bedroom and one (1) two-bedroom unit; one of the six proposed units will be an affordable housing unit. Two covered parking spaces will be provided within attached garages for each unit. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences on the parcels are proposed to be demolished.

RECOMMENDATION

That the Planning Commission recommend that the Board of Supervisors adopt the Mitigated Negative Declaration and approve the General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A.

SUMMARY

The project site is located at 1301 and 1311 Woodside Road (Highway 84), at the edge of the Sequoia Tract neighborhood where surrounding single-family residential zoned parcels range in size from 5,000 sq. ft. to 10,000 sq. ft. compared to the larger 13,225 sq. ft. size of the project parcels. The applicant intends to demolish the two existing single-family residences and construct a six (6) unit townhouse development, with one unit required to be affordable pursuant to the County's Inclusionary Affordable Housing Ordinance. The development proposal has been reviewed for compliance with the proposed R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) zoning, relevant ordinances (Grading Ordinance and Subdivision Ordinance), and California Environmental Quality Act.

The proposed project is consistent with the applicable policies of the General Plan including Soil Resources, Visual Quality, Urban Land Use, Water Supply, Wastewater, Transportation, and the Housing Element, as the project parcel is adjacent to commercial and multi-family residential zoning districts and within walking distance to bus stops and commercial establishments along the nearby Woodside Road commercial and transit corridor where denser development is encouraged due to existing supporting infrastructure and services. The proposed project will allow better utilization of the larger project site for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road, the existing adjacent multi-family residential development and lower density single family residential neighborhood, while maintaining a consistent land use pattern in the area and supporting housing development within the County. Twelve (12) covered off-street parking spaces are provided in compliance with the County's Zoning Regulations. The proposed rezoning from R-1/S-74 (One-family residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-family residential/5,000 sq. ft. lot minimum) allows for a project that is proportional in size and scale to the parcel, and consistent with existing multi-family development in the area regarding height, bulk, and setbacks.

An Initial Study/Mitigated Negative Declaration was prepared for the project that concludes the proposed project will not have any significant environmental impacts.

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**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

DATE: December 8, 2021

TO: Planning Commission

FROM: Planning Staff

SUBJECT: Consideration of an Initial Study and Mitigated Negative Declaration, pursuant to the California Environmental Quality Act (CEQA), and a General Plan Amendment and Zoning Map Amendment, pursuant to Section 6550 of the County Zoning Regulations, a Major Subdivision, pursuant to Sections 7000 *et seq.* of the County Subdivision Ordinance, and a Grading Permit, pursuant to Section 9280 *et seq.* of the San Mateo County Ordinance Code, to construct a six (6) unit, 18,550 sq. ft. townhouse development consisting of two (2) three-story buildings and twelve (12) parking spaces, on two existing parcels (combined 13,225 sq. ft.) at 1301 and 1311 Woodside Road, located in the Sequoia Tract area of the unincorporated San Mateo County. The project requires a General Plan Land Use Map amendment from Medium Density Residential to High Density Residential and Zoning Map amendment from single-family residential (R-1/S-74) to multi-family residential (R-3/S-3). The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences are proposed to be demolished.

County File Number: PLN 2019-00252 (Dinar)

PROPOSAL

The subject parcels are currently zoned R-1/S-74 (One-Family Residential; S-74 Combining District; 5,000 sq. ft. minimum parcel size) and are proposed to be rezoned to R-3/S-3 (Multiple-Family Residential; 5,000 sq. ft. minimum parcel size) to allow for higher density housing. The applicant proposes a General Plan Land Use Map amendment to change the parcels from Medium Density Residential, which allows 6.1 – 8.7 dwelling units/acre, to High Density Residential, which allows 17.5 – 87 dwelling units/acre. The applicant has also proposed six (6) three-story townhouses (18,550 sq. ft. total). Residential units consist of five (5) four-bedroom and one (1) two-bedroom unit; one of the six proposed units will be an affordable housing unit. Two covered parking spaces will be provided within attached garages for each unit. The project involves 220 cubic yards of cut and 60 cubic yards of fill and the removal of ten (10) significant trees. The two (2) existing single-family residences on the parcels are proposed to be demolished.

RECOMMENDATION

That the Planning Commission recommend that the Board of Supervisors adopt the Mitigated Negative Declaration and approve the General Plan Amendment, Zoning Map Amendment, Major Subdivision, and Grading Permit, County File Number PLN 2019-00252, by making the required findings and adopting the conditions of approval in Attachment A.

BACKGROUND

Report Prepared By: Ruemel Panglao, Project Planner

Applicant: Moshe Dinar

Owner: Kardosh Mounir

Location: 1301 and 1311 Woodside Road, Sequoia Tract

APN(s): 069-311-250 and 069-311-340

Size: 13,225 sq. ft.

Existing Zoning: R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum)

General Plan Designation: Medium Density Residential

Sphere-of-Influence: City of Redwood City

Existing Land Use: Single-family Residential

Water Supply: California Water Service

Sewage Disposal: Fair Oaks Sewer Maintenance District

Flood Zone: Flood Zone X (Area of Minimal Flood Hazard); FEMA Panel No. 06081C0303E, effective October 16, 2021.

Environmental Evaluation: An Initial Study and Mitigated Negative Declaration were prepared and circulated for review, with a 30-day review period commencing on August 11, 2021 and ending on September 10, 2021, as required by the California Environmental Quality Act (CEQA). Mitigation measures have been included as conditions of approval in Attachment A.

Setting: The subject parcels are zoned R-1/S-74 and are directly bordered by Rutherford Avenue to the north, Woodside Road to the west, single-family

residences to the east, and a commercial building to the south. Across Rutherford Avenue to the north is an apartment complex and to the west across Woodside Road is an apartment complex and commercial development. The greater surrounding area is comprised of single-family residences, commercial buildings and apartment complexes. Along Woodside Road, all of the areas on the west side and many parcels on the east side are located within the incorporated areas of Redwood City. Each subject parcel is currently developed with a single-family residence.

Chronology:

<u>Date</u>	<u>Action</u>
June 21, 2017	- Major Development Pre-application Public Workshop (PRE 2017-00012) held for a 10-unit apartment/condominium complex.
June 3, 2019	- Based on community feedback, the applicant returned with a revised 6-unit proposal. Major Development Pre-application Public Workshop (PRE 2018-00054) for six townhouses was held; see Attachment I for a summary letter.
July 8, 2019	- Application submitted.
June 16, 2021	- Application deemed complete.
July 29, 2021	- Department of Public Works (DPW) staff identified sight distance issues related to project design at the corner of Woodside Road and Rutherford Avenue. The applicant agreed to dedicate at least fifteen feet of curb area at Rutherford Avenue as a “no parking” area and will be addressed with a separate application with the Department of Public Works.
August 11, 2021 to September 10, 2021	- Initial Study/Mitigated Negative Declaration public comment period.
December 8, 2021	- Planning Commission public hearing.

DISCUSSION

A. KEY ISSUES

1. Conformance with the General Plan

a. Soil Resources

Policy 2.17 (*Regulate Development to Minimize Soil Erosion and Sedimentation*) seeks to minimize soil erosion and sedimentation. The project would include 280 cubic yards of grading. Specifically, the grading activities necessary to prepare the site for residential development will require 220 c.y. of cut and 60 c.y. of fill to accommodate the proposed structures and shared driveway. The required implementation of erosion control measures will ensure that soil erosion is minimized. Per County standards, no grading shall be allowed during the winter season to avoid potential soil erosion unless approved in writing by the Community Development Director. Conditions 15, 17, and 18 (Mitigation Measures 1, 3, and 4, respectively) provide measures to minimize erosion and sedimentation during project construction activities.

b. Visual Quality

Policies 4.15 (*Appearance of New Development*) and 4.36 (*Urban Area Design Concept*) require development in urban areas to promote and enhance good design, siting, site relationships, and other aesthetic considerations. The proposed architectural elements and exterior materials and colors for the two buildings work to enhance the overall design of the project in conjunction with the proposed landscaping. The height of the proposed townhouse structures is 31 feet 1-inch, which is below the maximum height of the proposed S-3 zoning (36 feet).

c. Urban Land Use

Policy 8.14 (*Appropriate Land Use Designations and Locational Criteria for Urban Unincorporated Areas*) provides guidelines for the appropriate designations and densities of properties located in Urban Neighborhoods to meet the stated objectives of the Urban Land Use Component, including but not limited to Objective 8.2(d) (*Land Use Objectives for Urban Communities*) which seeks to provide a mix and an amount of residential land uses that provide substantial housing opportunities in unincorporated areas. Table 8.1P in the General Plan identifies locational criteria for High Density Residential areas to include being adjacent to or in conjunction with commercial land uses,

near employment centers, next to public services and facilities, and on large vacant parcels on the edge or outside of single-family neighborhoods.

The property is situated directly along Woodside Road, a commercial transit corridor. Denser development is preferred in proximity to such an area because it offers services such as bus stops and commercial convenience services to reduce the need for vehicular trips. The project parcel is located at the edge of the single-family residentially-zoned area of the Sequoia Tract neighborhood where the single-family residential zoned parcels range in size from 5,000 sq. ft. to 10,000 sq. ft. in size compared to the larger 13,225 sq. ft. project site. Adjacent parcels consist of commercial, multi-family and single-family developed properties served by public services and facilities with varying zoning combining districts of S-3, S-4, S-7, and S-74. These combining districts limit the number of units by setting a minimum lot area per dwelling unit standard and work in conjunction with the General Plan land use designation to provide for the appropriate density in urban areas.

The parcels' current land use designation of Medium Density Residential allows for a density range of 6.1 – 8.7 dwelling units/net acre. The proposed General Plan Map Amendment to High Density Residential will allow a density range of 17.5 – 87 dwelling units/net acre. In order to support multi-family residential development comparable and compatible to other multi-family developed properties in the Sequoia Tract area as encouraged in Policy 8.37 (*Density*), a High Density land use designation, with an S-3 combining district, is proposed. The project proposes six residential units which would result in a density of 19.8 dwelling units/net acre, consistent with the proposed High Density Residential range of 17.5 – 87 dwelling units/net acre. The proposed density is suitable to the location and property size given its proximity to services and compatibility with surrounding development.

Policy 8.30 (*Infilling*) encourages the infilling of urban areas where infrastructure and public services are available. The project site is relatively larger in size, 13,225 sq. ft., compared to surrounding 5,000 sq. ft. – 10,000 sq. ft. residential parcels within the same R-1/S-74 Zoning District. The proposed project will allow better utilization of the comparably larger project site to fulfill urban land use objectives which seek to provide a mix and an amount of residential land uses to maximize housing opportunities in urban areas of the County and decrease the demand to construct housing in undeveloped areas.

Policy 8.35 (*Zoning Regulations*) seeks to ensure that development is consistent with land use designations through the use of zoning districts that establish specific development regulations. The proposed rezoning will allow better utilization of the larger project site for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road, the existing adjacent multi-family residential development, and the lower density single-family residential Sequoia Tract neighborhood. The proposed rezoning from R-1/S-74 (One-family residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-family residential/5,000 sq. ft. lot minimum), and the proposed multi-family residential construction, is proportional in size and scale to the property and compatible with existing multi-family development in the neighborhood, including in the areas of height, bulk, and setbacks as required by Policy 8.39 (*Height, Bulk, and Setbacks*).

d. Water Supply and Wastewater

Water Supply Policies 10.10 (*Water Suppliers in Urban Areas*) and 10.12 (*Coordination of Water Suppliers*) consider water systems as the appropriate water supply for urban areas and seek to ensure water providers have capacity commensurate with the level of development permitted by adopted land use plans. The project property is currently served by California Water Service-Bear Gulch. The proposed project has been preliminarily reviewed and the purveyor did not raise any objections to the ability to continue serving the properties based on the proposed increase in development density.

Additionally, Wastewater Policies 11.4 (*Adequate Capacity for Unincorporated Areas*) and 11.5 (*Wastewater Management in Urban Areas*) consider sewerage systems as the appropriate method of wastewater management in urban areas and seek to ensure adequate capacity is available for unincorporated areas. The subject parcels are currently served by Fair Oaks Sewer Maintenance District. The District has indicated that there is sufficient sewer capacity to serve the proposed project.

e. Transportation

Policy 12.21 (*Local Circulation Policies*) seeks to ensure local circulation systems function adequately to maximize freedom of movement for transportation users and allows adequate and safe access for various land uses. The project site is located at Rutherford Avenue and Woodside Road, which are improved public roadways with curb, gutter and sidewalks. Therefore, the project is not expected to result in an adverse impact to non-motorized travel or to existing

access to amenities along Woodside Road, including public transit stops. The maximum expected trip generation for a future development resulting from the proposed project is 38 trips per day per the traffic impact analysis (Attachment J). This maximum expected trip generation is below the County Department of Public Works and City/County Association of Government's (C/CAG's) thresholds for requiring a traffic impact study although one has been provided. Additionally, this maximum expected trip generation does not require a Vehicle Miles Traveled (VMT) analysis because as a "small project" generating less than 110 daily trips, it falls below the screening thresholds designed to identify projects that could result in a significant VMT impact. Furthermore, the project provides 12 covered parking spaces in compliance with the parking requirements set forth in the County's Zoning Regulations.

f. Housing Element

Policy HE 11 (*Amend Zoning and General Plan Land Use Designations to Meet Future Housing Needs*) encourages modification of General Plan land use designations and zoning regulations to accommodate the construction of needed new housing units. Policy HE 20.1 seeks to undertake General Plan amendments and/or rezoning of undeveloped and underutilized land for higher density residential and mixed-use development, as necessary, to meet the County's current and future Regional Housing Needs Allocation and to facilitate housing production countywide. The State of California requires each jurisdiction in the State to include a Housing Element as part of its General Plan. Within the County Housing Element, one of the required components is to demonstrate how the existing and projected housing needs of people of all income levels will be met.

The State's process to identify the type and amount of housing units each jurisdiction is required to provide is called the Regional Housing Need Allocation (RHNA) and covers an eight-year period. In July 2013, the Association of Bay Area Governments (ABAG) adopted the Final Regional Housing Need Plan for the San Francisco Bay Area: 2015-2023, which identified that unincorporated San Mateo County would need to provide 913 housing units over four income levels for the current cycle. The proposed project proposes 6 residential units, therefore allowing for the creation of needed additional housing units. One unit is required to be designated to, at minimum, affordable for a moderate-income household per the County's Inclusionary Requirement for Affordable Housing. Accordingly, the applicant proposes Unit F, a four-bedroom unit, as an affordable housing unit.

Policy HE 14 (*Require Development Densities Consistent with General Plan*) requires development densities that are consistent with the General Plan. The proposed zoning and General Plan modifications will increase the number of housing units allowed in order to accommodate the proposed six (6) unit project, which is compatible with the type and level of other multi-family development in the Sequoia Tract area.

2. Conformance with the Zoning Regulations

The project parcels are presently zoned R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum). The proposed change to R-3/S-3 (Multiple-family Residential/5,000 sq. ft. lot minimum) allows for multiple family dwellings such as the proposed townhouses. The S-3 Combining District requirements are listed below:

	S-3 Development Standards	Proposed
Building Site Area	5,000 sq. ft.	13,225 sq. ft. (existing)
Maximum Building Site Coverage	(50%) 9475.5 sq. ft.	(22.9%) 2,849 sq. ft.
Minimum Front Setback	20 ft.	20 ft.
Minimum Rear Setback	20 ft.	20 ft.
Minimum Right Side Setback	5 ft.	5 ft.
Minimum Left Side Setback	10 ft. (due to being a corner lot)	10 ft.
Maximum Building Height	36 ft.	31 ft. 1 in.
Minimum Parking Spaces	12	12

3. Findings for Rezoning and General Plan Map Amendment

In order to change the General Plan land use designation and the zoning for the subject parcel, the Board of Supervisors is required to make specific findings.

The Planning Commission provides a recommendation to the Board of Supervisors based on its review of the project. The required findings are:

- a. **That the proposed rezoning of the subject parcel meets the public necessity, convenience, and the general welfare of the community.**

The project parcels are located in a highly urbanized location within the Sequoia Tract area of San Mateo County. The combined parcels are relatively larger in size compared to surrounding residential parcels with the same existing one-family residential zoning designation, and abuts both commercial and multiple-family developed

and zoned parcels that provide an appropriate transition to the one-family residential zoned area further away from Woodside Road.

The proposed rezoning would be compatible with the type and density of development in the area and will allow better utilization of the larger parcel for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road and the lower density single-family residential area within the Sequoia Tract neighborhood. The rezoning provides the opportunity for the development of much needed housing in an area that already has this use present, as well as adequate infrastructure. Staff prepared an Initial Study for the proposed amendment, pursuant to the California Environmental Quality Act (Attachment J), which concludes that the project would not result in any adverse environmental impacts.

- b. **That the General Plan Land Use Map Amendment is compatible with adjacent land uses and will not be in conflict with the policies of the General Plan.**

As previously discussed, the project parcels are located directly adjacent to Woodside Road, at the edge of the one-family residential zoned boundary of the Sequoia Tract neighborhood. The property abuts commercial development fronting Woodside Road and multi-family and single-family development. The project site is comparably larger in size at 13,225 sq. ft. than the 5,000 sq. ft. – 10,000 sq. ft. adjoining one-family residential zoned parcels. Re-designation of the subject parcel will allow better utilization of the parcel for a transitional buffer of multi-family residential development between the higher intensity commercial corridor along Woodside Road and the lower density single-family residential area of the Sequoia Tract, while maintaining a consistent land use pattern in the area.

4. Compliance with Subdivision Regulations

- a. Pursuant to Section 7010 of the County Subdivision Regulations, subdivisions require a Development Footprint Analysis (DFA) to evaluate any site development constraints and potential impacts to natural resources, sensitive habitats, and on-site hazards. The Community Development Director may, on a case-by-case basis, determine that such the DFA is unnecessary. Due to the highly urbanized nature of the project location and surrounding areas and the lack of sensitive resources, it was determined that a DFA was not required for this project.

- b. The proposed subdivision meets Subdivision Design Requirements per Section 7020 with noted exceptions of Section 7020(2)(c) (Dimensions) and Section 7020(2)(d) (Frontage). These sections require a minimum width of 50 feet and street frontage of 20 feet for each lot, respectively. Section 7095(3)(a)(3) (Exceptions to Parcel Design Requirements) explicitly recognizes the need for exceptions to parcel design requirements for townhouses.

Staff has found that the findings to approve the exceptions to parcel design requirements can be made as follows:

- (1) **That there are special circumstances or conditions affecting the property, or the exception is necessary for the preservation and enjoyment of substantial property rights of the owner/subdivider;**

Due to the attached nature and relatively narrow design of traditional townhomes, the lot width and street frontage required for such development is smaller than the required fifty (50) feet and twenty (20) feet, respectively, typically associated with detached single-family dwellings. Two of the proposed lots lack street frontage entirely but do access the shared private driveway. This arrangement provides adequate ingress and egress to all of the proposed units.

- (2) **That the exception enhances or is appropriate for the proper design and/or function of the subdivision;**

The proposed exceptions are appropriate to accommodate six townhouses and necessary access via the shared driveway.

- (3) **That the exception facilitates or guarantees preservation of sensitive habitats or natural or scenic resources, will not negatively impact adequate infrastructure capacity, will not have any adverse cumulative impacts; or will avoid natural or man-made hazards; and**

There are no sensitive habitats or natural or scenic resources at the site. While a western portion of Woodside Road (a State highway) from Alameda de las Pulgas to La Honda Road is a State Scenic Road, this section of Woodside Road is east of Alameda de las Pulgas. California Water Service-Bear Gulch and the Fair Oaks Sewer District have confirmed water and sewer capacity based on the proposed project.

- (4) **That the granting of the exception will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated.**

Specifically, the relief from lot width and street frontage requirements will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated. The project has been conditionally approved by the Department of Public Works and Menlo Park Fire Protection District with regards to access and fire safety. The additional units will improve public welfare by increasing the available housing stock in the County and by providing an affordable housing unit.

- c. Findings for Approval of a Tentative Map or Tentative Parcel Map.

Staff has concluded that the findings required to approve the requested subdivision application can be made as follows:

- (1) **That the proposed map is consistent with applicable general and specific plans.**

Staff has reviewed the tentative map and found it consistent, as conditioned in Attachment A of this report, with State and County land division regulations. The project is consistent with the County General Plan and Zoning Regulations as discussed in Section A.1 and A.2 of this report, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element. The proposed project, as mitigated through the Mitigation Measures included as Conditions of Approval in Attachment A, has been determined to have a less than significant impact through CEQA review.

- (2) **That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans.**

Staff has reviewed the development and found it consistent, as conditioned in Attachment A of this report, with State and County land division regulations. The project is consistent with the County General Plan and Zoning Regulations as discussed in Section A.1 and A.2 of this report, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element. The

proposed project, as mitigated through the mitigation measures included as Conditions of Approval in Attachment A, has been determined to have a less than significant impact through CEQA review.

(3) **That the site is physically suitable for the type and proposed density of development.**

This site is physically suited for the proposed density of six townhouses. The site is in a highly urbanized area and is relatively flat. In addition, there are no sensitive resources on site that must be addressed. The proposed density is within the range of the proposed General Plan designation. Water is provided by the California Water Service-Bear Gulch and sewer services by the Fair Oaks Sewer District.

(4) **That the design of the subdivision or type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

Given the mitigation measures and conditions of approval, is it not anticipated that the project will cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The site is located in a highly urbanized area and contains no sensitive environmental resources.

Ten significant-sized trees will be removed as part of the proposed subdivision. The nine (9) significant sized coast live Oak trees and one (1) significant sized Italian stone pine tree proposed for removal are either in poor condition and/or necessary to accommodate the proposed development, as these trees are within the footprint of the proposed development. Staff believes the removal of these trees will not substantially impact the environment. In addition, eighteen (18) new trees will be planted as part of the project's landscape plan. Per Condition 9, all plant material shall be California native and non-invasive.

(5) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The proposed subdivision is not likely to cause serious public health problems as it is served by public water and sewer systems that have adequate capacity to serve this project. Review of the project by affected agencies yielded no objections. There are no hazardous or noxious uses proposed and, as

mitigated and conditioned, no public health problems are likely to occur from construction and grading work.

- (6) **That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

There are no existing public access easements on the parcels, nor are any being proposed.

- (7) **That in this connection, the Advisory Agency may approve a map if it is found that alternate easements, for access or for use, are otherwise available within a reasonable distance from the subdivision, will be provided, and are substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the Advisory Agency to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

This finding is not applicable, as there are no existing easements.

- (8) **That the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 ("The Williamson Act") and that the resulting parcels following a subdivision of that land would not be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (a) Less than ten (10) acres in size in the case of prime agricultural land, or (b) Less than forty (40) acres in size in the case of land which is not prime agricultural land. A subdivision of land subject to the Williamson Act, with parcels smaller than those specified above, may be approved only under the special circumstances prescribed in Section 66474.4(b) of the Map Act.**

The project site is not subject to a Williamson Act contract and is not designated by the General Plan as open space so the finding regarding such are not applicable to the proposed subdivision.

- (9) **That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code.**

The Fair Oaks Sewer Maintenance District (operated by the San Mateo County Department of Public Works) has reviewed the application and found the project, as conditioned, to comply with applicable requirements.

- (10) **That, for a subdivision on land located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177 of the California Government Code, all of the following are supported by substantial evidence in the record:**
- (a) **The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code;**
 - (b) **Structural fire protection and suppression services will be available for the subdivision through a county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity; or the Department of Forestry and Fire Protection by contract entered into Pursuant to Sections 4133, 4142, or 4144 of these Public Resources Code; and**
 - (c) **To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code as interpreted and applied by the County Fire Marshal, and any applicable County ordinance.**

The project parcels are not located in a state responsibility area or a very high fire hazard severity zone. The project was reviewed by the Menlo Park Fire Protection District and received conditional approval. The conditions

provided in Attachment A will ensure that the project complies with all applicable fire regulations.

5. Compliance with In-Lieu Fees

Subdivision Ordinance Chapter 4, Article 6 (*Park and Recreation Facilities*) requires that, as a condition of approval of the tentative map or tentative parcel map, the subdivider will be required to dedicate land or pay a fee in lieu of dedication for the purpose of acquiring, developing or rehabilitating County park and recreation facilities and/or assisting other providers of park and recreation facilities in acquiring, developing or rehabilitating facilities that will serve the proposed subdivision. Section 7055.3 further defines the formula for calculating the in-lieu fee for subdivisions of fifty lots or less. The anticipated fee for this subdivision is \$113,960.96 for in-lieu park fees. A worksheet showing the computation methodology is included in Attachment K. However, the final fee shall be based upon the assessed value of the project parcel at the time of recordation of the parcel map.

6. Compliance with County Grading Regulations

The proposed project requires approximately 280 cubic yards of grading work (220 cubic yards (c.y.) cut and 60 c.y. fill) to accommodate the proposed structures and shared driveway. This will include work within previously disturbed and new areas.

Planning and Geotechnical staff have reviewed the proposal and submitted documents and determined that the project conforms to the criteria for review contained in the Grading Ordinance. The findings and supporting evidence are outlined below:

a. **That the granting of the permit will not have a significant adverse effect on the environment.**

The project will have a less-than-significant impact on the environment with the implementation of the mitigation measures proposed by the Mitigated Negative Declaration on elements identified as having a potential significant impact.

b. **That the project conforms to the criteria of the San Mateo County Grading Ordinance.**

The project, as conditioned, conforms to the criteria for review contained in the Grading Ordinance, including an erosion and sediment control plan, dust control measures, and required replacement of removed vegetation.

c. **That the project is consistent with the General Plan.**

As outlined earlier in Section A.1 of this report, the project conforms to the General Plan.

B. **ENVIRONMENTAL REVIEW**

An Initial Study and Mitigated Negative Declaration were prepared and circulated for this proposal. The public comment period commenced on August 11, 2021 and ended on September 10, 2021. No comments were received as of the writing of this report.

C. **REVIEWING AGENCIES**

County of San Mateo Department of Public Works
Menlo Park Fire Protection District
California Department of Transportation, District 4
California Water Service – Bear Gulch District
Fair Oaks Sewer Maintenance District
City of Redwood City
San Mateo Local Agency Formation Commission

ATTACHMENTS

- A. Recommended Actions, Findings and Conditions of Approval
- B. Proposed Draft Resolution for the Initial Study and Mitigated Negative Declaration
- C. Proposed Draft Resolution for the General Plan Land Use Map Amendment
- D. Proposed Draft Ordinance for the Zoning Map Amendment
- E. Vicinity Map
- F. Zoning Map
- G. General Plan Land Use Map
- H. Project Planset
- I. Public Workshop Summary Letter, dated July 11, 2019
- J. Initial Study/Mitigated Negative Declaration, released August 11, 2021
(attachments can be found at <https://planning.smcgov.org/ceqa-document/re-zone-general-plan-amendment-and-major-subdivision-six-townhouses>)
- K. In Lieu Park Fee Worksheet

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County of San Mateo
Planning and Building Department

RECOMMENDED ACTION, FINDINGS, AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2019-00252 Hearing Date: December 8, 2021

Prepared By: Ruemel Panglao For Consideration By: Planning Commission
Project Planner

RECOMMENDED ACTION

That the Planning Commission recommend that the San Mateo County Board of Supervisors:

1. Adopt a resolution adopting the Initial Study and Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program;
2. Adopt a resolution to change the subject parcels' General Plan Land Use designation from Medium Density Residential to High Density Residential;
3. Adopt an ordinance to change the subject parcels' Zoning Map designation from R-1/S-74 (One-family Residential/5,000 sq. ft. lot minimum) to R-3/S-3 (Multiple-family Residential/5,000 sq. ft. lot minimum); and
4. Adopt the findings and conditions found in Attachment A of the staff report.

RECOMMENDED FINDINGS

That the Planning Commission recommend that the San Mateo County Board of Supervisors:

Regarding the Environmental Review, Find:

1. That the Board of Supervisors does hereby find that the Initial Study/Mitigated Negative Declaration reflects the independent judgment of San Mateo County.
2. That the Initial Study/Mitigated Negative Declaration is complete, correct, and adequate and prepared in accordance with the California Environmental Quality Act (CEQA) and applicable State and County Guidelines.
3. That on the basis of the Initial Study/Mitigated Negative Declaration, comments received hereto, testimony presented and considered at the public hearing, and

based on analysis contained in the staff reports prepared for the Board of Supervisors, there is no substantial evidence that the project will have a significant effect on the environment.

4. That the Mitigation Measures (numbered 1 through 9) in the Initial Study/Mitigated Negative Declaration and agreed to by the owner and placed as conditions on the project address the Mitigation Monitoring and Reporting Plan requirements of California Public Resources Code Section 21081.6.1. The Mitigation Measures have been included as conditions of approval in this attachment. This attachment shall serve as the Mitigation Monitoring and Reporting Plan.

Regarding the General Plan Land Use Map Amendment and Zoning Map Amendment, Find:

5. That the proposed rezoning of the subject parcels meets the public necessity, convenience, and the general welfare of the community. The project parcel is located in the highly urbanized Sequoia Tract area of San Mateo County. The proposed rezoning would be compatible with the type and density of development in the area and will allow better utilization of the combined parcels for a transitional buffer of multi-family residential development between the commercial corridor along Woodside Road and single-family residential area within the Sequoia Tract neighborhood. The rezoning provides the opportunity the development of much needed housing in an area that already has this use present, as well as adequate infrastructure.
6. That the General Plan Land Use Map Amendment is compatible with adjacent land uses and will not be in conflict with the policies of the General Plan. The property abuts commercial development along Woodside Road and multi-family and single-family development. The project site is comparably larger in size at 13,225 sq. ft. than the 5,000 sq. ft. – 10,000 sq. ft. adjoining one-family residential zoned parcels. Redesignation of the subject parcels will allow better utilization of the project site as a transitional buffer of multi-family residential development between the higher intensity commercial corridor while maintaining a consistent land use pattern in the area.

Regarding the Major Subdivision, Find:

7. That there are special circumstances or conditions affecting the property, or the exception is necessary for the preservation and enjoyment of substantial property rights of the owner/subdivider. Due to the attached nature and relatively narrow design of traditional townhomes, the lot width and street frontage required for such development is smaller than the required fifty (50) feet and twenty (20) feet, respectively, typically associated with detached single-family dwellings. Two lots lack street frontage entirely but do access the shared private driveway due to the configuration required to build six (6) units. This number of townhouses could not be achieved without the loss of street frontage for a small number of the lots.

8. That the exception enhances or is appropriate for the proper design and/or function of the subdivision. The proposed exceptions are appropriate to accommodate six (6) townhouse units and the necessary access via the shared driveway.
9. That the exception facilitates or guarantees preservation of sensitive habitats or natural or scenic resources, will not negatively impact adequate infrastructure capacity, will not have any adverse cumulative impacts; or will avoid natural or man-made hazards. There are no sensitive habitats or natural or scenic resources on site and water and sewer capacity have been confirmed.
10. That the granting of the exception will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated. Specifically, the relief from lot width and street frontage requirements will not be detrimental to the public health, safety or welfare or injurious to other property or uses in the area in which the property is situated, addressed in the review of Department of Public Works and Menlo Park Fire Protection District. The additional units will improve public welfare by increasing the available housing stock in the County and by providing an affordable housing unit.
11. That the proposed map is consistent with applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
12. That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans. The project is consistent with the County General Plan and Zoning Regulations, specifically with regard to soil resources, visual quality, urban land use, water supply, wastewater, transportation, and the housing element.
13. That the site is physically suitable for the type and proposed density of development. The site is in a highly urbanized area and is relatively flat. In addition, there are no sensitive resources on site. The proposed density is within the range of the proposed General Plan designation. Water and sewer capacity has been confirmed.
14. That the design of the subdivision or type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. It is not anticipated that the project will cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The site is located in a highly urbanized area and contains no sensitive environmental resources.

15. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is not likely to cause serious public health problems as it is served by public water and sewer systems. There are no hazardous or noxious uses proposed and no public health problems are likely to occur from construction and grading work.
16. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. There are no existing public access easements on the parcels, nor are any being proposed.
17. That in this connection, the Advisory Agency may approve a map if it is found that alternate easements, for access or for use, are otherwise available within a reasonable distance from the subdivision, will be provided, and are substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the Advisory Agency to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. There are no existing easements.
18. That the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 ("The Williamson Act") and that the resulting parcels following a subdivision of that land would not be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (a) Less than ten (10) acres in size in the case of prime agricultural land, or (b) Less than forty (40) acres in size in the case of land which is not prime agricultural land. A subdivision of land subject to the Williamson Act, with parcels smaller than those specified above, may be approved only under the special circumstances prescribed in Section 66474.4(b) of the Map Act. The subject parcels are not subject to a Williamson Act contract and are not designated by the General Plan as open space.
19. That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code. The Fair Oaks Sewer Maintenance District (operated by the San Mateo County Department of Public Works) has reviewed the application and found no concerns with the connections to the public sewer system.

20. That, for a subdivision on land located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177 of the California Government Code, all of the following are supported by substantial evidence in the record:
- a. The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code;
 - b. Structural fire protection and suppression services will be available for the subdivision through a county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity; or the Department of Forestry and Fire Protection by contract entered into Pursuant to Sections 4133, 4142, or 4144 of these Public Resources Code; and
 - c. To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code as interpreted and applied by the County Fire Marshal, and any applicable County ordinance.

The project parcels are not located in a state responsibility area or a very high fire hazard severity zone. The project was reviewed by the Menlo Park Fire Protection District and received conditional approval.

Regarding the Grading Permit, Find:

21. That the granting of the permit will not have a significant adverse effect on the environment. The project has been reviewed by the Planning Section, who prepared an Initial Study/Mitigated Negative Declaration and found that the project can be completed without significant harm to the environment as conditioned.
22. That this project, as conditioned, conforms to the criteria of the San Mateo County Grading Ordinance and is consistent with the General Plan. Planning staff and the Department of Public Works have reviewed the project and have determined its conformance to the criteria of Section 9296 and the San Mateo County General Plan.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. This approval only applies to the proposal, documents and plans described in this report and approved by the Board of Supervisors. Minor modifications to the project may be approved by the Community Development Director if they are consistent with the intent of, and in substantial conformance with this approval.
2. This subdivision approval is valid for two years, during which time a final map shall be recorded. An extension to the time period, pursuant to Section 7013.5 of the County Subdivision Regulations, may be issued by the Planning Department upon written request and payment of any applicable extension fees prior to the expiration date.
3. A building permit shall be applied for and obtained from the Building Inspection Section prior to demolishing any existing on-site structures.
4. Prior to recordation of the Final Map, the applicant shall pay to the San Mateo County Planning and Building Department in-lieu park fees as required by County Subdivision Regulations, Section 7055.3. The fees shall be based upon the assessed value of the project parcel at the time of recordation and calculated as shown on the attached worksheet.
5. Per Section 7028.4 of the County Subdivision Regulations, any new utilities shall be located underground from the nearest existing pole. No new poles are permitted to be installed.
6. Prior to recordation of the final map, the applicant shall submit to the Current Planning Section for review and approval the proposed common area Covenants, Conditions, and Restrictions (CC&Rs). Once approved, the CC&Rs shall be recorded with the final map and become binding upon all parcels created by this project. This document shall expressly address maintenance of common areas, landscaping, stormwater treatment/control devices and the private driveway and shared utilities therein.
7. The exterior colors and materials are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
8. At the building permit application stage, the project shall demonstrate compliance with the Water Efficient Landscape Ordinance (WELO) and provide the required information and forms.
9. The selected plant materials shall consist of California native, non-invasive drought tolerant species.

10. The applicant shall provide “finished floor elevation verification” to certify that the structures are actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural grade or to the grade of the site (finished grade).
 - c. Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.
11. The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program “General Construction and Site Supervision Guidelines,” including, but not limited to, the following:
 - a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.

- b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
- c. Performing clearing and earth-moving activities only during dry weather.
- d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 1 and April 30.
- e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.
- f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges, to storm drains and watercourses.
- g. Use of sediment controls or filtration to remove sediment when dewatering the site and obtain all necessary permits.
- h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
- i. Limiting and timing applications of pesticides and fertilizers to prevent polluted runoff.
- j. Limiting construction access routes and stabilization of designated access points.
- k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.
- l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
- m. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
- n. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.

12. The applicant shall include an erosion and sediment control plan to comply with the County's Erosion Control Guidelines on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.
13. No site disturbance shall occur, including any tree/vegetation removal or grading, until a building permit has been issued.
14. To reduce the impact of construction activities on neighboring properties, comply with the following:
 - a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on site during construction to prevent debris from blowing onto adjacent properties. The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.
 - b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Woodside Road and Rutherford Avenue. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Woodside Road and Rutherford Avenue. There shall be no storage of construction vehicles in the public right-of-way.
15. The property owner(s) shall coordinate with the project planner to record the Notice of Determination and pay an environmental filing fee of \$2,354.75 \$2,480.25 (or current fee), as required under Fish and Game Code Section 711.4(d), plus a \$50.00 recording fee to the San Mateo County within four (4) working days of the final approval date of this project.
16. All landscaping shall be properly maintained and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides and pesticides which can contribute to runoff pollution.
17. **Mitigation Measure 1:** The applicant shall require construction contractors to implement all the Bay Area Air Quality Management District's Basic Construction Mitigation Measures, listed below, and include these measures on permit plans submitted to the Building Inspection Section:
 - a. Water all active construction areas at least twice daily.

- b. Apply water two times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking, and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
 - c. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.
 - d. Limit traffic speeds on unpaved roads within the project parcel to 15 miles per hour.
 - e. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485, of the California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.
18. **Mitigation Measure 2:** The applicants and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains, whether historic or prehistoric, during grading and construction. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.
19. **Mitigation Measure 3:** The design of the proposed development (upon application submittal of the Building Permit) on the subject parcel shall generally follow the recommendations cited in the geotechnical reports and letter prepared by Summit Engineering regarding seismic criteria, grading, concrete mat or slab on grade construction, and surface drainage. Any such changes to the recommendations by the project geotechnical engineer cited in this report and subsequent updates shall be submitted for review and approval by the County's Geotechnical Engineer.
20. **Mitigation Measure 4:** At the time of building permit and encroachment permit application, the applicant shall submit for review and approval, erosion and drainage control plans that show how the transport and discharge of soil and pollutants from and within the project site will be minimized. The plans shall be

designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plans shall include measures that limit the application, generation, and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:

- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
- b. Minimize the area of bare soil exposed at one time (phased grading).
- c. Clear only areas essential for construction.
- d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative Best Management Practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
- e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and to control dust.
- f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.
- g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 feet, or to the extent feasible, from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.
- h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.
- i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.
- j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5 acres or less per 100 feet of fence. Silt fences shall be inspected regularly, and

sediment removed when it reaches 1/3 of fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.

- k. Throughout the construction period, the applicant shall conduct regular inspections of the condition and operational status of all structural BMPs required by the approved erosion control plan.
 - l. No erosion or sediment control measures will be placed in vegetated areas.
 - m. Environmentally sensitive areas shall be delineated and protected to prevent construction impacts.
 - n. Control of fuels and other hazardous materials, spills, and litter during construction.
 - o. Preserve existing vegetation whenever feasible.
21. **Mitigation Measure 5:** To provide adequate sight distance, a fifteen-foot curb segment next to the driveway on Rutherford Avenue should be painted red to indicate no parking is allowed. The applicant shall apply for this through the Department of Public Works and attain approval prior to occupancy.
22. **Mitigation Measure 6:** Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process as required by State Assembly Bill 52 shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.
23. **Mitigation Measure 7:** In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.
24. **Mitigation Measure 8:** Inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Grading Permit

25. No grading shall be allowed during the winter season (October 1 to April 30) to avoid potential soil erosion, unless the applicant applies for an Exception to the

Winter Grading Moratorium and the Community Development Director grants the exception. Exceptions will only be granted if the associated building permit is a week or less from being issued, dry weather is forecasted during scheduled grading operations, and the erosion control plan includes adequate winterization measures (amongst other determining factors). An applicant-completed and County-issued grading permit "hard card" is required prior to the start of any land disturbance/grading operations 23. No grading activities shall commence until the property owner has been issued a grading permit (issued as the "hard card" with all necessary information filled out and signatures obtained) by the Current Planning Section.

26. Prior to any land disturbance and throughout the grading operation, the property owner shall implement the erosion control plan, as prepared and signed by the engineer of record and approved by the decision maker. Revisions to the approved erosion control plan shall be prepared and signed by the engineer and submitted to the Community Development Director for review and approval.
27. Prior to issuance of the grading permit "hard card," the property owner shall submit a schedule of all grading operations to the Current Planning Section, subject to review and approval by the Current Planning Section. The submitted schedule shall include a schedule for winterizing the site. If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule. All submitted schedules shall represent the work in detail and shall project the grading operations through to completion.
28. It shall be the responsibility of the engineer of record to regularly inspect the erosion control measures for the duration of all grading remediation activities, especially after major storm events, and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected, as determined by and implemented under the observation of the engineer of record.
29. For the final approval of the grading permit, the property owner shall ensure the performance of the following activities within 30 days of the completion of grading at the project site: (a) The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and the Grading Regulations, to the Department of Public Works and the Planning and Building Department's Geotechnical Engineer, and (b) The geotechnical consultant shall observe and approve all applicable work during construction and sign Section II of the Geotechnical Consultant Approval form, for submittal to the Planning and Building Department's Geotechnical Engineer and the Current Planning Section.

Building Inspection Section

30. The proposed project requires building permits that must be obtained prior to any demolition or construction activities.

Drainage Section

31. The following will be required at the time of building permit submittal:
- a. Drainage Report prepared and stamped by a Registered Civil Engineer demonstrating that the project complies with the County's current drainage policy restricting stormwater flows from development projects.
 - b. Final Grading and Drainage Plan prepared and stamped by a Registered Civil Engineer showing any features required to retain additional stormwater resulting from the new impervious areas onsite, including any metering to the public storm drain system as appropriate (as determined in the Drainage Report).
 - c. An updated C.3/C.6 Checklist (if changes to impervious areas have been made during the design phase).
 - d. Project shall comply with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3. Please refer to the San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance Manual for assistance in implementing LID measures at the site.
 - e. Prior to the final of the building permit for the project, the property owner shall coordinate with the Project Planner to enter into an Operation and Maintenance Agreement (O and M Agreement) with the County (executed by the Community Development Director) to ensure long-term maintenance and servicing by the property owner of stormwater site design and treatment control measures according the approved Maintenance Plan(s), for the life of the project. The O and M Agreement shall provide County access to the property for inspection and be recorded for the property.

Geotechnical Section

32. The geotechnical report will be peer reviewed at the time of building permit application.

Department of Public Works

33. The applicant shall have prepared, by a Registered Civil Engineer, a drainage analysis of the proposed subdivision and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property being subdivided shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post development flows and velocities shall not exceed those that existed in the predeveloped state. Recommended measures shall be designed and included in the street improvement plans and submitted to the Department of Public Works for review and approval.
34. Prior to the issuance of the building permit, the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20 percent) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
35. The applicant shall submit to the Department of Public Works, for review, documentation of ingress/egress and utility easements for the applicant's use and the use of others.
36. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
37. The applicant shall execute and record an agreement in a form approved by the County for maintenance of the approved access easement and shared stormwater facility.
38. Prior to the issuance of the Building Permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance #3277.
39. Prior to completion of the building permit, all storm drains on-site shall be labeled "No Dumping - Drains to Bay."

40. The applicant shall apply for an apportionment of the existing Sequoia Tract Storm Drainage Assessment District assessment on the property to the parcels created by this subdivision.
41. The applicant shall submit written certification from the appropriate utilities to the Department of Public Works and the Planning and Building Department stating that they will provide utility (e.g., sewer, water, energy, communication, etc.) services to the proposed parcels of this subdivision.
42. A maintenance agreement for all the plantings and irrigation in right of way shall be required. Otherwise remove these items from the right of way.

Fair Oaks Sewer District

43. The Sewer District will allow the proposed connections providing that all associated fees are paid. The Sewer District may require payment of additional sewer connection fees and sewage treatment capacity fees.
44. The applicant shall submit building plans to the Sewer District for review when the building permit application is submitted. The plans shall indicate the location of the existing and proposed sewer laterals to the Sewer District main.
45. Sewer Inspection Permits (SIP) must be obtained to cap the existing sewer laterals prior to demolition of the existing buildings. Sewer Inspection Permits may be obtained from the Sewer District office at 555 County Center, 5th Floor, Redwood City.

California Water Service – Bear Gulch

46. Any improvements to the water system will be at the owner(s) expense including additional services or fire protection needs.
47. All storm and sewer lines must have separation from Water, 10-foot horizontal separation and 1-foot vertical separation below the Water main or service line.
48. Service lines which go through one property to another property must have legal easements granted with documentation submitted to Cal-Water before installation.

Menlo Park Fire Protection District

49. Fire apparatus roadways, including public and the private 20-foot-wide driveway used for vehicle access to onsite garages, shall be capable of supporting the imposed weight of a 75,000-pound (34,050 kg) fire apparatus and shall be provided with an all-weather driving surface. Only paved or concrete surfaces are considered to be all-weather driving surfaces. CFC 2016, Appendix D.

50. Private Roadways serving three or more residential occupancies shall be all-weather roads with a minimum width of 20 feet and a clear height of 13 feet 6 inches. Roadways shall be designed to accommodate the weight of the fire apparatus and the minimum turning radii of 36 feet for fire apparatus, make necessary curb cuts at the driveway entrance off Rutherford Avenue. A turn-around will not be required on this project. As specified by CFC Appendix D, Table D103.4.
51. NOTE ON FIELD PLAN: All curbing located within the complex that has not been assigned as onsite parking shall be designated as "No Parking Fire Lane". All fire lanes to comply with Menlo Park Fire Protection District (MFPD) standard for "Designation and Marking of Fire Lane"~ since there is only 1 point of access to the complex. Provide a complete no parking-fire lane striping plan with no parking signage in accordance with MPFD standard on subsequent submittal:
- a. Required no parking signage installed at Rutherford Ave main entrance.
52. NOTE ON FIELD PLAN: Fire apparatus roadways, including public or private streets or roads used for vehicle access shall be installed and in service prior to construction. Fire protection water serving all hydrants shall be provided as soon as combustible material arrives on the site:
- a. PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON THE SITE, CONTACT THE MENLO PARK FIRE PROTECTION DISTRICT TO SCHEDULE AN INSPECTION OF ROADWAYS AND FIRE HYDRANTS. CFC 2016.
53. For buildings 30 feet (9144 mm) and over in height above natural grade, the required fire apparatus access roadway shall be a minimum of 26 feet (7925 mm) in width and shall be positioned parallel to at least one entire side of the building, and the fire lane shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building. CFC 2016, Appendix D105:
- a. Fire District staging areas to be determined for Aerial Ladder Truck Minimum and Maximum climbing angles. If a climbing angle is less than 50 degrees, the roadway shall be adjusted to comply to the charging condition listed above. Note, Aerial Ladder requires minimum 4 feet setback on any side to allow for outriggers.
54. If applicable, Traffic Opticom Signal Preemption System required for all traffic intersections controlled with a traffic signal. An encroachment permit shall accompany these installations.

55. Applicant to provide fire flow information through a separate engineered fire flow modeling report with corresponding plan sheet showing how this is to be achieved. This document shall be submitted to Menlo Park Fire Protection District for review and approval prior to issuance of grading and building permits. CFC 2016, Sec. 507.5.1 Appendix B Section 105.2 and Table 105.1
56. A Public hydrant is required on Woodside Road at Rutherford Avenue. All hydrants to comply to the following:
 - a. All fire hydrants shall be wet barrel standard steamer type with 1-4 1/2-inch (114.3 mm) and 2-2 1/2-inch (63.5 mm) outlets. Menlo Park Fire Protection District CFC Sec. 507.5.1 Appendix C
57. Fire hydrants and fire appliances (fire department connections and post indicator valves) shall be clearly accessible and free from obstruction.
58. An approved Fire Sprinkler System shall be installed throughout structure. Residential units shall be designed to .15 gpm/1,500 sq. ft. of area plus hose stream allowance. In garage area, the automatic fire sprinkler system shall be designed to .20 gpm/ 2,000 sq. ft. of coverage area plus hose stream allowance. Fire sprinkler system to comply with NFP A 13 2016 edition and Menlo Park Fire Protection District Standards. A separate plan review fee will be collected upon review of these plans.
59. Means of egress components to include exit pathway throughout use, exit stairwells, exit enclosure providing access to exit doors, door hardware, exit signs, exit illumination and emergency lighting shall comply to CFC/CBC Chapter 10.
60. The single man door providing direct access to the Sprinkler Riser Assembly (for each building) shall require signage on the door accessing riser stating- "Riser Room" or agreed upon language.
61. Approved plans and approval letter must be on site at the time of inspection.
62. Final acceptance of this project is subject to field inspection.

RSP:cmc – RSPFF0884_WCU.DOCX



County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS
DISTRICT 4
File #: 22-233

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Carole Groom, District 2
Supervisor Warren Slocum, District 4
Robin Rodricks, County Executive Office/Office of Arts and Culture

Subject: Adoption of Public Art Policy

RECOMMENDATION:

Adopt a resolution to approve the San Mateo County Public Arts Policy.

BACKGROUND:

We envision a county with vibrant public spaces where artwork is celebrated and expresses the diversity of our communities. The County has several buildings and facilities now under construction in which permanent artworks will be included.

The proposed Public Art Policy creates an inclusive process that equitably engages the public and local artists in the process of procurement of public art works. The policy is in accord with the County's work on diversity, equity and inclusion, and with the vision, mission, and goals of its Arts Commission's Strategic Cultural Plan approved by the Board of Supervisors on February 22, 2020.

DISCUSSION:

The policy establishes standards and a public process for decisions about adding works of art in public spaces that celebrate and reflect the diversity of our county, and promote a stimulating cultural environment reflecting the mission and values of the Strategic Cultural Plan.

1. Goals: The policy will build relationships with artists in our County - in particular from underserved communities that may not be connected to traditional networks, and promote a rich and stimulating cultural environment enhancing vitality of our communities.

2. Definition of Art: The policy defines public art as objects of art placed permanently in a shared and accessible location, indoors or out, and freestanding or integrated into the architecture of

buildings or landscapes. The art can be of any media which has the physical integrity of materials and constructions for endurance, and includes functional, expressive, or ornamental.

3. Funding: The policy outlines that funding of public art can be from various sources, including the General Fund, inauguration of a percent-for-arts, grants, or private funds and donations.

4. Criteria for approval (of Site and Artwork): County Departments will work in consultation with the Office of Arts and Culture (OAC) after a decision has been made to pursue public art on an upcoming project. Prior to approving a site for an artwork and prior to approving the artwork itself, the OAC shall take into consideration:

- Relationship of proposed artwork to architectural features, natural features, (landscaping, etc.), and urban design;
- Public Access, visibility, and safety of artwork;
- Aesthetic merit and ability to enhance the public's experience of the site, including relationship to artworks within the site's vicinity;
- Appropriateness in scale, media, and context of the artwork;
- Supporting inclusive and diverse cultural representations;
- Building and code requirements, and physical integrity of materials for endurance.

5. Artist Selection Process and Criteria: The OAC will use either:

- an open call for artists, or
- hold a limited invitational competition

To ensure fairness and equity, both processes will use standards outlined in the Art Commission's Cultural Equity Statement and County Galleries "Call for Artists."

The OAC will assemble a diverse committee of knowledgeable people in the arts/culture sector, including public art experts and County Arts Commissioners. A minimum of one Supervisor shall participate in the process. After an artist, proposal, and project site has been selected, the OAC may conduct community meetings for input and feedback.

The committee's selection of artist(s) will be based on artistic body of work, positive community impact, record of commitment, appropriateness and feasibility of artist's proposal, and a vision that promotes a sense of belonging for our diverse communities.

6. Decommissioning/relocation/alteration of public art: The OAC reserves the right to relocate, remove or decommission artworks for security, damage, or determined to be fraudulent or in violation of copyright law.

7. Maintenance: The County is responsible for maintenance of public artworks; if repair is needed, reasonable effort will be made to return the artwork to its original condition.

8. The County intends to obtain ownership of rights of the art for publication, promotion and reproduction to publish and display. This policy in no way intends, however, to abrogate any rights of the artists to use and promote their work consistent with intellectual property rights they may have.

FISCAL IMPACT:

There is no direct fiscal impact from the adoption of the Public Art Policy.

RESOLUTION NO. .

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

* * * * *

RESOLUTION TO APPROVE THE SAN MATEO COUNTY PUBLIC ARTS POLICY

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

WHEREAS, on February 22, 2020 this Board approved the Arts Commission Strategic Cultural Plan; and

WHEREAS, consistent with the Strategic Cultural Plan the Arts Commission has developed a Public Arts Policy; and

WHEREAS, the proposed Public Art Policy creates an inclusive process that equitably engages the public and local artists in the process of procurement of public art works; and

WHEREAS, the proposed Public Art Policy establishes standards and a public process for decisions about adding works of art in public spaces that celebrate and reflect the diversity of our county, and promote a stimulating cultural environment reflecting the mission and values of the Strategic Cultural Plan; and

WHEREAS, this Board has reviewed and approved the Public Art Policy and wishes to adopt it as County policy for the acquisition and placement of public art works;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the
Board of Supervisors does hereby adopt the Public Art Policy.

* * * * *



COUNTY OF SAN MATEO
COUNTY EXECUTIVE OFFICE
OFFICE OF ARTS AND CULTURE

San Mateo County Public Art Policy

VISION

Public Art has the power to educate, inspire, and shape our identity as individuals and as a community. We envision a County with vibrant public spaces where artwork celebrates the extraordinary diversity and history of our communities, and sparks delight and creativity in residents and visitors alike. Our vision is a future in which San Mateo County's well-designed and engaging artworks create a sense of belonging for the county's diverse communities and encourage people to fully appreciate and utilize public spaces. Public Art is an essential component of a thriving community, and a banner of the County's aspirations for our shared future.

1. MISSION AND GOALS

The mission of San Mateo County's Public Art policy is to:

- 1.1 Promote a rich, diverse, and stimulating cultural environment to enhance the County's vitality and enrich the lives of the county's residents, visitors, and employees;
- 1.2 Establish public standards and a public process for decisions about adding works of art in public spaces;
- 1.3 Celebrate and reflect the diversity of the County by establishing equitable and community-engaged processes for artist selection;
- 1.4 Build relationships and nurture collaborations with diverse artists in the county, in particular those from underserved communities that may not be connected to traditional networks;
- 1.5 Establish and nurture ongoing collaborative planning relationships between The Office of Arts and Culture and other County departments; and
- 1.6 Honor local and regional artists that reflect the diversity of our county and encourage and promote emerging artists by marking them in the public landscape through their artwork.

2. DEFINITION OF PUBLIC ART

The Office of Arts and Culture is guided by the following definition of public art:

Art objects placed permanently in a shared and publicly accessible place (indoors or outdoors). Artwork can be freestanding work or integrated into the architecture of buildings or the landscape of outdoor spaces.

A. Public art includes: functional, ornamental, expressive, or installation art donated or commissioned, or otherwise acquired that are located in publicly accessible space.

B. Art media includes, but is not limited to: sculptures, painting, murals, photography, drawings, prints, mixed media, electronic media, gardens, memorials, light works, or statuary, made from clay, fiber, textiles, wood, metal, plastic, or other material.

3. FUNDING

The methods for funding of public art can include General Fund allocations, or the inauguration of a percent-for-arts programs. Alternative funding sources might include government grant monies and private (including business) donations and grants. In addition to the cost of the artwork, funds should pay for administration, acquisition and construction, as well as maintenance, insurance and all other costs associated with the artwork.

4. CRITERIA FOR APPROVAL (SITE AND ARTWORK)

All departments will work in consultation with the Office of Arts and Culture after a decision has been made to pursue public art on an upcoming project. Prior to approving a site for an artwork and prior to approving the artwork itself, The Office of Arts and Culture shall take into consideration the following:

- 4.1 Relationship of proposed artwork to existing or future architectural features, natural features (landscaping, etc.), and urban design (pedestrian walkways, etc.);
- 4.2 Public access to and visibility of the artwork;
- 4.3 Public safety;
- 4.4 Overall aesthetic merit and the artwork's ability to enhance the public's experience of the site;
- 4.5 Relationship of the proposed artwork to existing artworks within the site's vicinity;
- 4.6 Exhibition of the artwork does not contradict the County's values of environmental sustainability, accessibility, and cultural inclusiveness;
- 4.7 Appropriate for the site in scale, media, and context;
- 4.8 Supports inclusivity by ensuring diverse cultural representations in the art and avoiding themes related, but not limited to, religion, politics, violence, or nudity; and

4.9 Building and other code requirements;

4.10 Physical integrity of materials and construction for endurance.

After an artist, proposal, and project site has been selected, the Office of Arts and Culture may hold community meetings for input and feedback. A minimum of one Supervisor shall participate in this process.

5. ARTIST SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

Depending on the project, the Office of Arts and Culture may:

- a) issue an open call for artists and/or emerging artists; or
- b) hold a limited invitational competition.

To ensure fairness and openness, open calls and limited invitational projects will use the standards outlined in the County Cultural Equity Statement and County Galleries' calls for artists. Calls and invitationals will be promoted to the County at large using County communication methods, with particular attention to reaching artists from disadvantaged backgrounds or communities that may not be connected to traditional artist networks.

CRITERIA

For each public art project, the Office of Arts and Culture will assemble a diverse committee of knowledgeable people in the arts and culture sector, including public art experts and County Arts Commissioners. The committee will judge applicants and their proposals. Preference will be given to San Mateo County residents; however, the committee is not limited to the use of local artists. The committee will select artists based on:

- 5.1 Artistic merit and vision of body of work, including: artist's proven ability to create artwork that generates positive community impact and conversation, and enhances the experience of public spaces;
- 5.2 Professional experience and record of commitment to satisfactory project completion;
- 5.3 Ability to translate artistic concepts into materials that are appropriate for public space, taking into consideration maintenance and safety;
- 5.4 Appropriateness and feasibility of the artist's proposal;
- 5.5 Demonstrates a vision that will promote a sense of belonging for the diverse communities that make up the county, and the ability to create artwork that is socially, environmentally, historically sensitive; and

- 5.6 Ability and willingness to collaborate with County staff, design and engineering professionals, and other diverse stakeholders.

County Arts Commissioners and members of their immediate family are ineligible. San Mateo County staff and members of their immediate family are also ineligible.

6. DECOMMISSIONING, RELOCATION, ALTERATION OF PUBLIC ART

The Office of Arts and Culture reserves the right to relocate, remove, decommission, or dispose of artworks for any of the following reasons:

- 6.1 Condition or security of the artwork cannot be reasonably guaranteed;
- 6.2 Artwork has been damaged or has deteriorated to the point where repair is impractical, unreasonable, infeasible, or would render the work false;
- 6.3 Significant changes in use, character, or actual design of the site require a re-evaluation of the relationship of the artwork to the site;
- 6.4 Artwork no longer exists due to theft, accident, or natural disaster; or
- 6.5 Artwork is determined to be fraudulent, not authentic, or in violation of copyright law.

The artist whose work of art is being considered for removal shall be notified in advance of said action.

7. MAINTENANCE OF PUBLIC ART

San Mateo County is responsible for the maintenance of indoor and outdoor public artworks. Reasonable effort will be made to return artwork to its original condition and integrity when repair is needed due to aging, damage, or vandalism. A good faith effort will be made to notify artists of these actions.

8. PUBLIC OWNERSHIP OF ART

It is the County's intent to obtain ownership of rights to publish, display, reproduce, promote or sell any works of art created, solicited, donated or commissioned by the County for public display. Any call for art should include language making clear that submissions will be considered property of the County, unless otherwise specified. This policy in no way intends to abrogate any rights of the artist to use and promote their work consistent with any intellectual property rights they may have in the production.

ADDENDA

SAMPLE CALL FOR ARTISTS

SAMPLE FLOW CHART FOR PROJECTS

[SAMPLE]
CALL FOR ARTISTS

(Language to be adapted to the specific project)

The Office of Arts and Culture is pleased to announce an open call for public artwork proposals. We are seeking an artist or artist team to create the design for public artwork at **[insert site here]**

[Opening statement about the specific site for the public artwork that gives pertinent details and direction for artists' proposals, including project background and project budget.]

Complete application packages must be submitted online to **[insert email]** by **[deadline]**.

ELIGIBILITY

The call is open to all artists/artist teams residing in the state of California.

All applications must include the following:

- Artist(s) biography/philosophy (300-400 words).
- Résumé(s)/CV(s).
- 3-7 representative images of recent work completed within the last five years. Artwork images should demonstrate the artist(s) can create and commission durable artwork adequate for the outdoor elements and a public setting. Images of artwork should have annotated descriptions (title, date art was created, dimensions, type of media, location of installation).
- Links to relevant online portfolios or social media.
- Proposal for a public artwork: Your proposal can be any length and any format, and must include a) artwork design; b) artwork medium type; c) estimated time to commission the artwork. We recommend a visual (hand sketch or computer-generated image) alongside a brief description.
- Diversity statement, optional (200-300 words).

SELECTION

The selection process will begin in **[insert date]**. The project committee will review and jury all proposals. Proposals will be judged on criteria in the San Mateo County Public Art Policy.

The Office of Arts and Culture is committed to supporting local and regional artists from every background. We strongly encourage artists of color, LGBTQ+ artists, immigrant artists, and artists with disabilities to apply.

Due to the amount of submissions, not every artist will be contacted.

San Mateo County Public Art Approval Flow Chart





County of San Mateo

Inter-Departmental Correspondence

Department: BOARD OF SUPERVISORS

DISTRICT 3

File #: 22-234

Board Meeting Date: 4/5/2022

Ratification of a resolution honoring and commending College of San Mateo on its 100th Anniversary.

RESOLUTION

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

College of San Mateo 100th Anniversary

WHEREAS, COLLEGE OF SAN MATEO (CSM) was established in 1922 as the first community college in San Mateo County with 35 students eventually growing into a three-college district serving multiple generations of students; and

WHEREAS, CSM has served as a gateway to higher education, transfer, workforce development, and self-enrichment rooted in a foundation of academic excellence, student support, community solidarity, and a desire to make the world a better place; and

WHEREAS, CSM is a leading degree-granting institution which offers 68 associate and transfer degree programs and an additional 81 professional and career certificates; and

WHEREAS, CSM is recognized as a top transfer institution to state universities with San Francisco State University, San Jose State University, and University of California, Davis, as the top three transfer schools for CSM students; and

WHEREAS, CSM classes are valued by local high school students through Middle College, concurrent and dual enrollment programs at Aragon High School, Burlingame High School, Capuchino High School, Carlmont High School, Half Moon Bay High School, Hillsdale High School, La Costa Adult School, Mills High School, Peninsula Continuation, Pilarcitos Continuation, San Mateo Adult School, San Mateo High School, and Sequoia High School which enable students to get a jump-start on their college education; and

WHEREAS, CSM is committed to respect, integrity, transparency, and inclusion, creating a campus culture that is antiracist and equity-advancing, where students and employees who are Black, Indigenous and People of Color, LGTBQIA+, differently abled, justice impacted, and undocumented are included, embraced, and celebrated for who they are; and

WHEREAS, CSM has collaborated with community partners such as Second Harvest Food Bank, the United Way of the Bay Area, Samaritan House, and San Mateo Credit Union to expand its support services to include basic needs such as direct aid to low-income students and programs to provide financial literacy, food and housing assistance, and mental health support; and

WHEREAS, CSM stands ready to enter a new century of opportunities and challenges while continuing to provide a liberatory education to empower all, now and for future generations.

NOW, THEREFORE, BE IT RESOLVED that the San Mateo County Board of Supervisors recognize the importance of College of San Mateo as a vital educational resource to the entire County of San Mateo throughout its 100-year history.

Dated: March 31, 2022

SUPERVISORS:

DON HORSLEY, PRESIDENT

DAVE PINE

CAROLE GROOM

WARREN SLOCUM

DAVID J. CANEPA

Deputy Clerk of the Board of Supervisors



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY ATTORNEY

File #: 22-235

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John D. Nibbelin, County Attorney

Subject: Correction of Property Tax Rolls Pursuant to sections 4831, et seq., of the Revenue and Taxation Code

RECOMMENDATION:

Approve corrections to the identified tax rolls and corresponding tax refunds.

BACKGROUND:

Revenue and Taxation Code sections 4831, et seq., allow for the correction of clerical, descriptive and tax roll errors or mistaken entries. Over the course of any year, it is not uncommon to uncover some errors among the tens of thousands of assessments made by the Assessor. The errors may be caused by defects or delays in information or descriptions provided by assessees, recently discovered economic or historical information, duplication of assessments or simple clerical or mathematical errors by the assessee or the Assessor, or both. When the correction to the tax roll involves a refund, correction, or cancellation of taxes in excess of \$50,000.00, approval of the Board of Supervisors is required for that correction.

DISCUSSION:

The Assessor and Controller have identified two enrolled assessments that require corrections to be approved by the Board of Supervisors. Attachment A to this memorandum lists the names of the taxpayers and the property addresses, the reasons for the corrections, the amounts of the corrections, as well as the Roll Change numbers. Board approval of these corrections is evidenced by the execution of the Roll Correction form by the Board President on behalf of the Board of Supervisors.

FISCAL IMPACT:

The total fiscal impact is a reduction to the tax roll of \$317,922.20 in 2020 and \$324,706.12 in 2021. Refunds will issue for \$0 in 2020, and \$0 in 2021.

ATTACHMENT A

Roll Corrections

	Taxpayer Property Address And APN or Account No.	Tax Year and Reason/Description	Tax Roll Amount Reduced (Including interest, if applicable)	Change Number
1	PUR Skyline MMC II LLC 3133 Frontera Way Burlingame, CA 94010 APN: 025-320-220	<u>2021</u> : Correction due to clerical error on enrolled values	Reduction: \$324,706.12 Refund: \$0	21-0322
2	PUR Skyline MMC II LLC 3133 Frontera Way Burlingame, CA 94010 APN: 025-320-220	<u>2020</u> : Correction due to clerical error on enrolled values	Reduction: \$317,922.20 Refund: \$0	2021-239
	TOTAL ROLL REDUCTIONS	\$ 642,628.32		
	TOTAL REFUNDS	\$ 0		



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-236

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: Resolution to make continuing findings relating to remote meetings under the Brown Act

RECOMMENDATION:

Adopt a resolution finding that the COVID-19 pandemic state of emergency continues to present imminent risks to the health or safety of attendees and that it continues to directly impact the ability of members of the Board of Supervisors to meet safely in person.

BACKGROUND:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which waived, through September 30, 2021, certain provisions of the Brown Act relating to teleconferences/remote meetings by local agency legislative bodies. The Executive Order waived, among other things, the provisions of the Brown Act that otherwise required the physical presence of members of local agency legislative bodies in a particular location as a condition of participation in, or to constitute a quorum for, a public meeting.

The waivers set forth in the Executive Order expired on October 1, 2021, and absent any further State action, local agency legislative bodies subject to the Brown Act would have been required to fully comply with the Brown Act's meeting requirements as they existed prior to March 2020, including the Brown Act's various restrictions and requirements related to teleconferences.

On September 16, 2021, the Governor signed into law Assembly Bill (AB) 361, a bill that came into effect immediately and that codifies certain of the teleconference procedures that local agencies have adopted in response to the Governor's Brown Act-related Executive Orders. Specifically, AB 361 allows a local agency to continue to use teleconferencing under the same basic rules as provided in the Executive Orders as long as there is a proclaimed state of emergency, in combination with either (1) local health official recommendations for social distancing or (2) findings adopted by majority vote of the local agency legislative body that meeting in person would present imminent risks to the health or safety of meeting attendees.

AB 361 also requires that, if the state of emergency lasts for more than 30 days, the local agency

legislative body must make findings every 30 days to continue using the bill's exemption to the otherwise-applicable Brown Act teleconferencing rules. Specifically, the legislative body must reconsider the circumstances of the state of emergency and find that the state of emergency continues to directly impact the ability of members of the local agency legislative body to meet safely in person.

As noted, local agency legislative bodies were required to return to in-person meetings on October 1, 2021, unless they chose to continue with fully teleconferenced meetings and made the findings prescribed by AB 361 related to the existing state of emergency. At its meeting of September 28, 2021, the Board of Supervisors unanimously adopted Resolution No. 078447, wherein the Board found, among other things, that as a result of the continuing COVID-19 state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

Resolution No. 078447 also directed staff to bring an item to the Board within 30 days after adoption of that resolution to allow the Board to consider whether to make appropriate findings to continue meeting remotely pursuant to the provisions of AB 361.

At its meetings on October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, and March 8, 2022 the Board unanimously adopted a resolution (Nos. 078482, 078550, 078609, 078653, 078701, and 078752 respectively) finding that the existing COVID-19 state of emergency continues to directly impact the ability of members of the Board to meet safely in person and that meeting in person would present imminent risks to the health or safety of meeting attendees.

DISCUSSION:

If the Board desires to continue meeting remotely pursuant to the provisions of AB 361, the Board must reconsider the circumstances of the state of emergency every thirty days. As described below, the circumstances, though improved, remain materially similar to those in existence on September 28, 2021 when the Board adopted Resolution No. 078447 first invoking the provisions of AB 361, as well as on October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, and March 8, 2022 when the Board reconsidered the circumstances of the COVID-19 state of emergency.

As noted at those times, the County's high vaccination rate, successfully implemented local health measures, and best practices by the public have proven effective, *in combination*, at controlling the local spread of COVID-19.

The Centers for Disease Control and Prevention ("CDC") has advised that the Omicron variant, which was classified as a Variant of Concern in November 2021, spreads more easily than the original virus that causes COVID-19 and the Delta variant. The CDC expects that anyone with Omicron infection can spread the virus to others, even if they are vaccinated or do not have symptoms. The presence and severity of symptoms can be affected by COVID-19 vaccination status, the presence of other health conditions, age, and history of prior infection. While preliminary data suggest that Omicron may cause more mild disease than previous variants, some people may still have severe disease, need hospitalization, and could die from the infection. The CDC warns that, even if only a small percentage of people with Omicron infection need hospitalization, the large volume of cases could overwhelm local healthcare systems.

In addition, effective February 16, 2022, only unvaccinated persons are required to mask in most indoor settings. It is recommended, however, that fully vaccinated individuals continue to mask indoors when the risk of transmission may be high.

Thus, reducing the circumstances under which people come into close contact remains a vital component of the County's COVID-19 response strategy. While local agency public meetings are an essential government function, the last two years have proven that holding such meetings *in person* is often not essential.

The Board most recently found in Resolution No. 078752, and it remains the case, that public meetings pose high risks for COVID-19 spread for several reasons. These meetings may bring together people from throughout a geographic region, increasing the opportunity for COVID-19 transmission. Further, the open nature of public meetings makes it difficult to enforce compliance with vaccination, physical distancing, masking, cough and sneeze etiquette, or other safety measures, while some of the safety measures used by private businesses to control these risks may be less effective for public agencies.

Finally, as most recently found in Resolution No. 078752, the Board shares the Hall of Justice building with the Courts and other County offices and staff who perform essential government functions that cannot be conducted online. The social distancing measures currently in place to maintain the safe occupancy of the building could be undermined by periodically introducing many members of the public at the building's entrances and in its elevators, cafeteria and restrooms.

These factors combine to continue to directly impact the ability of members of the Board to meet safely in person and to make in-person public meetings imminently risky to health and safety.

Staff therefore recommends that the Board adopt findings to confirm that the Board has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19; that the state of emergency caused by the spread of COVID-19 continues to directly impact the ability of members of the Board to meet safely in person; and that conducting in-person meetings at the present time would present an imminent risk to the health and safety of attendees.

A resolution to that effect and directing staff to return within 30 days to afford the Board the opportunity to reconsider such findings, is included herewith.

The proposed resolution also encourages other County legislative bodies to consider continuing to make similar findings and directs the County Manager to assist those legislative bodies in continuing to meet remotely.

The proposed resolution further directs staff to take measures to prepare for physical presence and in-chambers participation by members of the public as an available option for the April 19, 2022 meeting of the Board.

County Attorney has reviewed and approved the resolution as to form.

FISCAL IMPACT:

None.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION FINDING THAT THE COVID-19 PANDEMIC STATE OF EMERGENCY
CONTINUES TO PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF
ATTENDEES AND THAT IT CONTINUES TO DIRECTLY IMPACT THE ABILITY OF
MEMBERS OF THE BOARD OF SUPERVISORS TO MEET SAFELY IN PERSON**

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

WHEREAS, on March 4, 2020, pursuant to section 8550, *et seq.*, of the California Government Code, Governor Newsom proclaimed a state of emergency related to the COVID-19 novel coronavirus and, subsequently, this Board declared a local emergency related to COVID-19, and the proclamation by the Governor and declaration by this Board remain in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions in the California Open Meeting Law, codified at Government Code section 54950, *et seq.* (the "Brown Act"), related to teleconferencing by local agency legislative bodies, provided that certain requirements were met and followed; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended certain provisions of Executive Order N-29-20 that waive otherwise-applicable Brown Act requirements related to remote/teleconference meetings by local agency legislative bodies through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (“AB 361”), which provides that a local agency legislative body may continue to meet remotely without complying with otherwise-applicable requirements in the Brown Act related to remote/teleconference meetings by local agency legislative bodies, provided that a state of emergency has been declared and the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and provided that the legislative body continues to make such findings at least every 30 days during the term of the declared state of emergency; and

WHEREAS, at its meeting of September 28, 2021, this Board adopted, by unanimous vote, Resolution No. 078447, wherein this Board found, *inter alia*, that as a result of the continuing COVID-19 state of emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, at its meetings of October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, and March 8, 2022, this Board adopted, by unanimous vote, Resolution Nos. 078482, 078550, 078609, 078653, 078701, and 078752 respectively, wherein this Board found, *inter alia*, that the COVID-19 state of emergency continues to directly impact the ability of members of the Board to meet safely in person and that meeting in person would present imminent risks to the health or safety of meeting attendees; and

WHEREAS, this Board has again reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to impact the ability of members of the Board to meet in person because there is a continuing threat of COVID-19 to the community, and because Board meetings have characteristics that give rise to

risks to health and safety of meeting participants (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to participate fully in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings); and

WHEREAS, on November 30, 2021, the Omicron variant of COVID-19 was classified as a Variant of Concern in the United States; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has advised that the Omicron variant spreads more easily than the original virus that causes COVID-19 and the Delta variant, and expects that anyone with Omicron infection can spread the virus to others, even if they are vaccinated or do not have symptoms; and

WHEREAS, the presence and severity of symptoms associated with the Omicron variant can be affected by COVID-19 vaccination status, the presence of other health conditions, age, and history of prior infection;

WHEREAS, while preliminary data suggest that Omicron may cause more mild disease than previous variants, some people may still have severe disease, need hospitalization, and could die from the infection, and the CDC warns that, even if only a small percentage of people with Omicron infection need hospitalization, the large volume of cases could overwhelm local healthcare systems; and

WHEREAS, while the level of transmission has decreased considerably from an early January 2022 peak, the County's current case activity keeps us in the CDC's "high" level of community transmission; and

WHEREAS, effective February 16, 2022, only unvaccinated persons are required to mask in most indoor settings, but it is recommended that fully vaccinated individuals continue to mask indoors when the risk of transmission may be high; and

WHEREAS, the County has an important interest in protecting the health and safety of those who participate in meetings of this Board and of the County's various other legislative bodies; and

WHEREAS, this Board and several other County legislative bodies typically meet in-person in public building where other essential governmental functions take place, such that increasing the number of people present in those buildings may impair the safety of the occupants; and

WHEREAS, the COVID-19 pandemic has informed County agencies about the unique advantages of online public meetings, which are substantial, as well as the unique challenges posed by online public meetings, which are frequently surmountable; and

WHEREAS, in the interest of public health and safety, as affected by the state of emergency caused by the spread of COVID-19, the Board finds that this state of emergency continues to directly impact the ability of members of this Board to meet safely in person and that meeting in person would present imminent risks to the health or safety of attendees, and the Board will therefore continue to invoke the provisions of

AB 361 related to teleconferencing for meetings of the Board, and this Board strongly encourages other County legislative bodies to consider making similar findings to continue meeting remotely through teleconferencing.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

1. The recitals set forth above are true and correct.
2. This Board has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19.
3. This Board finds that the state of emergency caused by the spread of COVID-19 continues to directly impact the ability of members of the Board to meet safely in person.
4. The Board further finds that meeting in person would present imminent risks to the health or safety of meeting attendees and directs the Clerk and County Manager to continue to agendize public meetings of the Board only as online teleconference meetings.
5. The Board strongly encourages all legislative bodies of the County of San Mateo that are subject to the Brown Act, including but not limited to, the Planning Commission, the Assessment Appeals Board, the Civil Service Commission, and all other oversight and advisory boards, committees and commissions established by this Board and subject to the Brown Act, to make similar findings and continue to avail themselves of teleconferencing until the risk of community transmission has further declined, and directs the County Manager to provide necessary support for these legislative bodies to

continue teleconferencing procedures when they have adopted such findings.

6. Staff is directed to return to this Board in a public meeting not later than thirty (30) days after the date of adoption of this resolution with an item for the Board to consider regarding whether to make the findings required by AB 361 in order to continue meeting remotely under its provisions.

* * * * *



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-237

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Michael P. Callagy, County Executive

Subject: Confirmation of Michael Wentworth as Chief Information Officer (CIO)/Director of Information Services

RECOMMENDATION:

Recommendation to confirm Michael Wentworth as Chief Information Officer (CIO)/Director of Information Services.

BACKGROUND/DISCUSSION:

The County has conducted an expansive recruitment for the position of Chief Information Officer (CIO)/Director of Information Services. Michael Wentworth has been nominated by the County Executive as the best candidate for this position based his extensive executive management and technology experience.

Mr. Wentworth started his County career 26 years ago in the Public Works Department where he moved through the ranks to become the Deputy Director of Administration and Airports before promoting to Director of Administration and Information Services in the Human Services Agency. In 2019, Mr. Wentworth began his role as Assistant Director in the Information Services Department and during the last year he has served as the Interim CIO/Director of Information Services, where he has increased collaboration, communication, and innovation.

Mr. Wentworth's extensive knowledge of the County's technology initiatives and opportunities as well as his leadership experience will continue to benefit our organization and the community we serve.

The Charter requires the Board of Supervisors to confirm appointments of department heads nominated by the County Executive.

FISCAL IMPACT:

Mr. Wentworth will start at the CIO/Director of Information Services Step E level. The compensation and benefits for this position are set forth in the County's Resolution establishing the salary and benefits for the unrepresented Management Employees of the County approved by this Board in

February of 2022.



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-238

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Michael P. Callagy, County Executive
Peggy Jensen, Assistant County Executive

Subject: Amendment to Agreement with SAMCEDA for Economic Recovery Support

RECOMMENDATION:

Adopt a resolution authorizing a sixth amendment to the agreement with the San Mateo County Economic Development Association to increase the maximum amount authorized to be expended thereunder by \$180,000 for a new maximum amount not to exceed \$744,810 and extend the term of the agreement through September 30, 2022, for support and assistance with implementation of the economic recovery components of the San Mateo County Recovery Initiative, including project management, user outreach and business enrollment in the Choose Local San Mateo County application.

BACKGROUND:

At the start of the pandemic, the County contracted with the San Mateo County Economic Development Association (SAMCEDA) to provide support and assistance with the Pandemic Recovery Initiative. We did not know, at that time, how long the pandemic would last. Over the past two years, the agreement between the County and SAMCEDA has been amended five times to continue and expand SAMCEDA's support for San Mateo County pandemic economic recovery initiatives.

Under this contract, SAMCEDA has organized and hosted webinars for businesses on health guidance and provided daily updates to the business community on resources to help them come through the pandemic successfully. SAMCEDA staff were key partners in the development, promotion and implementation of the multiple small business grant programs approved by your Board. SAMCEDA also engaged the Peninsula Chinese Business Association (PCBA) to conduct door-to-door outreach to assist Asian business owners with grant applications and to share information about COVID testing and vaccine events. Most recently, SAMCEDA has co-lead the development, marketing and launch of the Choose Local San Mateo County app.

DISCUSSION:

Through five amendments, the total amount authorized to be expended under the agreement with SAMCEDA is \$564,810. The ongoing economic recovery work done by SAMCEDA accounts for \$225,000 of the current amended agreement amount. SAMCEDA was paid \$12,500 a month from June through December of 2020 for their services. The monthly payment was increased to \$15,000 a month in January of 2021. The fifth amendment to contract continued the monthly \$15,000 payments through March of 2022. The balance of the fifth amendment, \$264,810, funded a subcontract with the Peninsula Chinese Business Association to do grant program outreach, which has been completed.

The initial agreement and the first four amendments were executed pursuant to authority granted by the Board of Supervisors to the Director of Emergency Services/Emergency Operations Center to enter into agreements for up to \$500,000 in support of the County's COVID-19 response efforts. The fifth amendment increased the contract with SAMCEDA to \$564,810 and was approved by the Board on November 16, 2021.

The sixth amendment will extend the end of the term of the agreement for six months, from March 31, 2022 through September 30, 2022. Under this amendment, SAMCEDA will continue to support the County's economic recovery initiatives at a rate of \$15,000 per month for a total of \$90,000 for the six-month term. The scope of work for this term includes, but will not be limited to, ongoing daily communication with the business community around recovery grants, small business support programs, and other recovery-related issues; ongoing participation in the economic recovery workgroup; and webinars, outreach, and support as needed for economic recovery initiatives.

The sixth amendment also includes an additional \$15,000 per month for SAMCEDA to take on full project management of the Choose Local San Mateo County application (Choose Local SMC), which promotes shopping at locally owned small businesses. Currently, 2,524 people have downloaded Choose Local SMC and 661 businesses are enrolled since the app was launched in November of 2021.

Since Choose Local SMC debuted at the start of that last COVID surge, uptake has been slower than expected. During this six-month agreement, SAMCEDA will meet regularly with the application developer to track progress on metrics and discuss application upgrades, work with all 11 cities currently participating in the Choose Local program to increase the number of businesses included in the app, meet with Chambers and other local business groups to promote the application and train them on how to recruit and enroll businesses and conduct events and other activities to increase the number of Choose Local SMC users. Choose Local performance targets are being developed for the next six months and it is expected that both users and enrolled businesses will significantly increase.

FISCAL IMPACT:

The additional cost of the sixth amendment to the SAMCEDA contract for economic recovery assistance is \$180,000. Funding for this amendment will come from American Rescue Plan Act funds, or other funds as determined by the County Executive.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING A SIXTH AMENDMENT TO THE AGREEMENT WITH THE SAN MATEO COUNTY ECONOMIC DEVELOPMENT ASSOCIATION TO INCREASE THE MAXIMUM AMOUNT AUTHORIZED TO BE EXPENDED THEREUNDER BY \$180,000 TO A MAXIMUM AMOUNT NOT TO EXCEED \$744,810 AND TO EXTEND THE TERM OF THE AGREEMENT THROUGH SEPTEMBER 30, 2022, FOR SUPPORT AND ASSISTANCE WITH IMPLEMENTATION OF THE ECONOMIC RECOVERY COMPONENTS OF THE SAN MATEO COUNTY RECOVERY INITIATIVE AND INCLUDING PROJECT MANAGEMENT, USER OUTREACH AND BUSINESS ENROLLMENT IN THE CHOOSE LOCAL SAN MATEO COUNTY APPLICATION.

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

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale; and

WHEREAS, locally, the pandemic has both caused and magnified negative impacts on residents of the County of San Mateo, including regarding public health, food and housing insecurity, and childcare, among other areas; and

WHEREAS, the County has taken extensive steps to prevent and address impacts from the spread of the pandemic, including funding, supporting and coordinating testing, contact tracing, isolation, quarantine and treatment for infected individuals; coordinating and supporting public health and safety communications and interventions; issuing and enforcing health orders; and undertaking health system response and vaccination programs; and

WHEREAS, the State and local health orders issued to respond to the pandemic and to prevent and mitigate its spread also restricted certain types of economic activity which negatively impacted the economy in the County, with revenue losses hitting small businesses and certain economic sectors particularly hard; and

WHEREAS, as of June 15, 2021, the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, but the pandemic continues to pose risks to public health and to impact the local economy, and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues; and

WHEREAS, the San Mateo County Economic Development Association (“SAMCEDA”) was founded in 1953 to promote business issues that enhance and sustain the economic prosperity of the County; and

WHEREAS, since that start of the COVID-19 pandemic, SAMCEDA has partnered with the County to develop programs to address the economic impacts of the pandemic on the County’s small businesses through support for multiple small business grant programs, assisted in the development and establishment of a small business assistance center in the North County, co-led the development, marketing and launch of the Choose Local SMC app, and provided ongoing door-to-door outreach and grant assistance to immigrant owned businesses through a subcontract with the Peninsula Chinese Business Association (PCBA); and

WHEREAS, on June 9, 2020, the County entered into an agreement with SAMCEDA to provide this support and assistance for the County’s COVID-19 economic recovery efforts and that agreement was entered into the Director of Emergency

Services/the Emergency Operations Center, pursuant to the Board of Supervisors' delegation of authority to the Director of Emergency Services to enter into agreements in amounts up to \$500,000 in support of the County's response to the COVID-19 response efforts; and

WHEREAS, due to the ongoing impacts of the pandemic, the original agreement with SAMCEDA has been extended and amended five times and, as last amended and approved by the Board of Supervisors on November 16, 2021, the maximum amount authorized to be expended under the agreement is \$564,810; and

WHEREAS, the County seeks to further amend this agreement to increase the maximum amount authorized to be expended by an additional \$180,000, to a new maximum amount not to exceed \$744,810 and to extend the term of the agreement through September 30, 2022; and

WHEREAS, during the remainder of the term of the agreement, SAMCEDA will continue to support the County's economic recovery initiatives at a rate of \$15,000 per month; and

WHEREAS, that work will include, but not be limited to, ongoing daily communication with the business community around recovery grants, pandemic updates, and other recovery-related issues; ongoing participation in the economic recovery workgroup; and webinars, outreach, and support as needed for economic recovery initiatives; and

WHEREAS, this extension also includes an additional \$15,000 per month for SAMCEDA to take on full project management of the Choose Local San Mateo County application, which promotes shopping at locally owned small businesses; and

WHEREAS, as the project manager and outreach coordinator, SAMCEDA meets regularly with application developer, works with all 11 cities currently participating in the Choose Local program to increase the number of businesses included in the app, meets with Chambers and other local business groups to promote the app and trains them on how to recruit and enroll businesses and conducts events and other activities to increase the number of people using the Choose Local San Mateo County app; and

WHEREAS, there has been presented to the Board of Supervisors a form of such amendment and the Board has examined it as to form and substance and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT the President of the Board of Supervisors is authorized and directed to execute this sixth amendment to the agreement with SAMCEDA for and on behalf of the County of San Mateo to increase the maximum amount authorized to be expended under the agreement by \$180,000, to a new maximum amount not to exceed \$744,810, and to extend the term of the agreement through September 30, 2022.

BE IT FURTHER RESOLVED THAT the County Manager, or designee, is hereby authorized to execute additional amendments to the agreement with SAMCEDA which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BE IT FURTHER RESOLVED THAT the County Manager, or designee, is hereby authorized to apply state and/or federal funds that may be made available in connection with the County's response to the COVID-19 pandemic to reimburse the County's General

Fund for all or a portion of monies expended on this agreement with SAMCEDA.

* * * * *

**AMENDMENT 6 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY ECONOMIC DEVELOPMENT AGENCY**

THIS AMENDMENT 6 TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and San Mateo County Economic Development Agency, hereinafter called “Contractor” or “SAMCEDA”;

W I T N E S S E T H:

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

WHEREAS, on March 3, 2020, the County’s Health Officer issued a “Declaration of Local Health Emergency Regarding Novel Coronavirus 2019,” and the County Manager, as the County’s Director of Emergency Services (the “Director”), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County’s Ordinance Code, which proclamation was ratified by the Board of Supervisors (the “Board”) on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on July 9, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for services in connection with the County's efforts to assist small and medium sized businesses to recover from the COVID-19 pandemic for an amount not to exceed \$75,000 for the term July 9, 2020 through January 9, 2021; and

WHEREAS, on December 3, 2020, the parties amended the Agreement ("Amendment 1") to increase the maximum amount authorized to be expended under the Agreement by \$148,500, to a total amount not to exceed \$223,500, to extend the term of the through June 30, 2021, and to replace Exhibits A and B with Exhibits A1 (rev. December 1, 2020) and B1 (rev. December 1, 2020); and

WHEREAS, on March 18, 2021, the parties further amended the Agreement ("Amendment 2"), to increase the maximum amount authorized to be expended under the Agreement by \$126,310, to a total amount not to exceed \$349,810 in order to increase the funding available for subcontracted services from the Peninsula Chinese Business Association, and to replace Exhibits A1 and B1 with Exhibits A2 (rev. March 1, 2021) and B2 (rev. March 1, 2021); and

WHEREAS, on July 6, 2021, the parties amended the Agreement a third time ("Amendment 3"), to extend the term of the Agreement through September 30, 2021, to increase the amount payable under the Agreement by \$125,000, to a total amount not to exceed \$474,810, and to replace Exhibits A2 and B2 with Exhibits A3 (rev. June 8, 2021) and Exhibit B3 (rev. June 8, 2021); and

WHEREAS, on November 2, 2021, the parties amended the Agreement a fourth time ("Amendment 4"), to extend the term through October 31, 2021, to increase the maximum amount authorized to be expended under the Agreement by \$15,000, to a total amount not to exceed \$489,810, and to replace Exhibits A3 and B3 with Exhibits A4 (October 12, 2021) and B4 (rev. October 12, 2021); and

WHEREAS, on November 16, 2021, the parties amended the Agreement a fifth time ("Amendment 5"), to extend the term through March 31, 2022, to increase the maximum amount authorized to be expended under the Agreement by \$75,000, to a total amount not to exceed \$564,810, and to replace Exhibits A5 and B5 with Exhibits A6 (rev. April 5, 2022) and B6 (rev. April 5, 2022); and

WHEREAS, the parties now wish to further amend the Agreement ("Amendment 6"), to extend the term through September 30, 2022, to increase the maximum amount authorized to be expended under the Agreement by \$180,000, to a total amount not to exceed \$744,810, and to replace Exhibits A5 and B5 with Exhibits A6 (rev. April 5, 2022) and B6 (rev. April 5, 2021).

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

1. Section 1 of the Agreement is amended in its entirety to read as follows:

1. **Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A6 (rev. April 5, 2022) – Services

Exhibit B6 (rev. April 5, 2022) – Payments and Rates

Attachment E – Emergency Agreement

2. Section 2 of the Agreement is amended in its entirety to read as follows:

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

In consideration of the payments set forth in the Agreement and in Exhibit B6 (rev. April 5, 2022), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in the Agreement and in Exhibit B6 (rev. April 5, 2022).

3. Section 3 of the Agreement is amended in its entirety to read as follows:

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A6 (rev. April 5, 2022), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B6 (rev. April 5, 2022). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$744,810). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Section 4 of the Agreement is amended in its entirety to read as follows:


4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 9, 2020 through September 30, 2022.

5. Exhibits A5 (rev. November 16, 2021) and B5 (rev. November 16, 2021) are replaced with Exhibit A6 (rev. April 5, 2022) and Exhibit B6 (rev. April 5, 2022), as attached hereto and incorporated herein by reference.
6. All other terms and conditions of the Agreement dated July 9, 2020, as amended on December 3, 2020, March 18, 2021, July 6, 2021, November 2, 2021 and November 16, 2021, between County and Contractor shall remain in full force and effect.
7. The Agreement, as amended by Amendment 6, including Exhibit A6 (rev. April 5, 2022) and Exhibit B6 (rev. April 5, 2022) and Attachment E, attached hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with the terms of Amendment 6, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Economic Development Agency (SAMCEDA)

<small>DocuSigned by:</small>  <small>344886A8198342F...</small>	<u>4/1/2022</u>	<u>Rosanne Foust</u>
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A6 (rev. April 5, 2022)

In consideration of the payments set forth in Exhibit B6 (rev. April 5, 2022), Contractor shall provide the following services:

1. Under the direction of County, SAMCEDA will assist small and medium-sized businesses recover from the economic impacts of the COVID-19 pandemic by performing the following tasks throughout the term of the Agreement:
 - Coordinating and disseminating to small and medium-sized businesses information from a variety of local, state, federal and private sources through its [SAMCEDA.org](https://samceda.org) website, regular SAMCEDA newsletters, social media platforms and presentations, and stakeholder convenings.
 - Continue providing ongoing liaison with all the Chambers of Commerce in the County regarding COVID recovery planning.
 - Continue to raise funds for all components of the San Mateo County (SMC) Strong Fund and serve as a key member of the SMC Strong program team, with responsibilities that include, but are not limited to, contributing to strategic planning around fundraising and providing presentations, updates and other information to local elected officials, foundations, the business community and other potential donors.
 - Participate in San Mateo County COVID-19 Recovery Implementation effort, providing assistance, support and leadership as requested by the County to the Economic Recovery Committee.
 - Participate in and/or lead sub-committees and/or workgroups created by the Economic Recovery Committee.
 - Participation by the SAMCEDA Executive Director on the Countywide Recovery Coordination Council.
 - Perform other tasks as needed to assist with the recovery of small and medium businesses from the COVID-19 pandemic.

Fee: July 9, 2020 – December 31, 2020: Six (6) equal monthly payments of twelve thousand five hundred dollars (\$12,500) each.

January 1, 2021- March 31, 2022: During this period, County will pay SAMCEDA fifteen thousand dollars (\$15,000) each month.

2. Item Completed: SAMCEDA will subcontract with the Peninsula Chinese Business Association (“PCBA”) to perform the following tasks:

Engage in a rapid, focused in-person education efforts between now and April 30, 2021 with specific businesses, starting with restaurant owners, to provide in-language education about COVID-19 safety and operating requirements. Subcontractor shall perform the following tasks:

- Contact specific restaurants and schedule in-person site visits at the business location.
- Educate owners about COVID-19 health and safety standards; testing and contact tracing if infections occur.
- Educate owners about COVID-19 operating rules and protocols, and planned enforcement and penalty efforts.
- Seek feedback from business owners on what resources they need to adhere to safe operating protocols and other support they may need to stay in businesses, if time permits.
- Provide written materials covering these topics as well as employee training and resources for anyone infected.
- Provide materials in English and Chinese.
- Complete online report for each visit.
- Provide small amount of PPE at each location and determine if more is needed.
- Deploy bilingual training personnel to contact each location at least once and carefully review all materials and explain how to access resources and support from County Environmental Health Services.

Other Program Details:

- Each location will list an address and contact, but some internet research may be needed to collect phone numbers or other contact information.
- PCBA personnel will be trained on all materials and supported by County Environmental Health Services.
- PCBA personnel will be required to submit regular reports related to each contact and site visit.
- PCBA personnel will be asked to monitor the operational challenges in the field and suggest ideas and resources that the County may provide to better support adherence to COVID-19 protocols in the restaurant industry.
- If successful, the program may be expanded.

Location of Work:

- An initial list of up to 470 business locations in San Mateo County
- List to be provided by the Department of Public Health

Special qualification for personnel performing the work:

- English and Mandarin speaker
- English and Cantonese speaker
- Other languages such as Korean or Vietnamese upon request

Fee Structure, 11/2/2020 through 4/30/2021:

Expense Category	Amount	Notes
Hourly rate	\$100	Inclusive of administrative functions
Hour estimate	1,410 hours	3 hours per location X 470 locations
Staff time estimate	\$141,000	Scheduling, travel time, onsite visit, and after visit reporting
Expense estimate	\$14,100	10%
Contingency estimate	\$28,200	20%
Total estimate	\$184,810	

Services to be provided 5/1/2021 through September 30, 2021

- Direct business engagement to access local, state and federal financial assistance and share COVID safety and vaccine information (680 hours).
- Convene small business stakeholders to develop small business recommendations for economic recovery (120 hours).

Fee Structure, 5/1/2021 through 9/30/2021

Expense Category	Amount	Notes
Hourly Rate	\$100	Inclusive of administrative functions
Hour Estimate	800 hours	
Total Estimate	\$80,000	

GRAND TOTAL: \$264,810

3. SAMCEDA will be responsible for project management, city liaison, business outreach and user uptake for the Choose Local San Mateo County app project for the period March 30, 2022 through September 30, 2022. Specific duties related to the Choose Local application project are outlined in the table below including the primary and supporting roles for each component of the project. The County will be responsible for the contract with the application vendor and participate in progress update and contract oversight meetings. County will also assist with document translation as needed and printing of marketing materials, as needed. All other work associated with the roll-out, update and promotion of the Choose Local SMC application will be the responsibility of SAMCEDA as outlined in the table below. SAMCEDA responsibilities also include liaison with the 11 cities currently participating in Choose Local SMC and recruitment and onboarding of additional city participants.

Contract, Budgeting & Compliance	Primary Role	Support Role
Budget monitoring and approval of incentives/rewards & print materials	CMO (Aminto/Jensen)	SAMCEDA/Colu
Contract oversight & extensions	CMO (Aminto/Jensen)	Colu
Strategy and goal setting	CMO (Aminto/Jensen)	SAMCEDA/Colu
Tracking and monitoring success towards goals	CMO (Aminto/Jensen)	SAMCEDA/Colu
Coordinate with County departments (e.g. HR and OCA)	CMO (Aminto/Jensen)	SAMCEDA/Colu
Attend and plan for Monday & Wednesday weekly calls	Meg Aminto/Carrie Dallman	SAMCEDA/Colu
Translations	CMO-OCA	SAMCEDA/Colu
Printed marketing materials	CMO (Aminto/Jensen)	SAMCEDA/Colu
Communications	Primary Role	Support Role
Social media: in-house	SAMCEDA/CMO	Colu
Social media: paid	SAMCEDA	Colu/CMO
Website updates	SAMCEDA/CMO	Colu
Newsletters	SAMCEDA/Colu	CMO
Events & promotions	SAMCEDA/Colu	CMO
Earned & paid media activities	SAMCEDA/CMO	Colu
Outreach	Primary Role	Support Role
Onboard new cities, participating businesses and redeeming businesses	SAMCEDA/Colu	CMO
User acquisition and outreach planning	SAMCEDA/Colu	CMO
Internship program	SAMCEDA/Colu	CMO
Public agency and private sector for user acquisition outreach and support	SAMCEDA/Colu	CMO
Nonprofit partnerships and incentives for user acquisition outreach and support	SAMCEDA/Colu	CMO
Choose Local SMC App Performance and Upgrades	Primary Role	Support Role
Ambassadors coordination	SAMCEDA/Colu	CMO
Troubleshoot with businesses	SAMCEDA/Colu	CMO

Update dashboard	SAMCEDA/Colu	CMO
Key strategy partner	SAMCEDA/Colu	CMO
Process improvement implementation (card linking, Plaid, Tipalti, etc.)	SAMCEDA/Colu	CMO
Ambassador Program	Primary Role	Support Role
Ambassadors coordination (training, updates, etc.)	SAMCEDA/Colu	CMO
Target goals for: participating, redeeming, users, linked cards, & cities/neighborhoods	SAMCEDA/Colu	CMO
Business engagement between cities	SAMCEDA/Colu	CMO
Customer engagement	SAMCEDA/Colu	CMO
Top 10 granted rewards by business (participating and redeeming)	SAMCEDA/Colu	CMO

During the six-month period when SAMCEDA will be leading the implementation of the Choose Local application, it is expected that the number of users will increase, the number of participating and redeeming businesses will increase and the number of users redeeming points will also increase. Specific performance targets for the second and third quarters of 2022, will be set at the kick-off meeting with SAMCEDA in early April.

To track progress, SAMCEDA will review the Choose Local performance dashboard monthly with County staff.

Exhibit B6 (rev. April 5, 2022)

In consideration of the services provided by Contractor described in Exhibit A6 (rev. April 5, 2022) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

All payments will be paid upon invoice from SAMCEDA. In no case shall the amount paid by the County exceed \$744,810 for the term of the Agreement. This amount shall be allocated as follows:

1. Assistance with Small and Medium-Sized Businesses Recovery from the COVID-19 Pandemic:

Date	Amount
July 31, 2020	\$12,500
August 31, 2020	\$12,500
September 30, 2020	\$12,500
October 31, 2020	\$12,500
November 30, 2020	\$12,500
December 31, 2020	\$12,500
January 30, 2021	\$15,000
February 28, 2021	\$15,000
March 30, 2021	\$15,000
April 30, 2021	\$15,000
May 31, 2021	\$15,000
June 30, 2021	\$15,000
July 31, 2021	\$15,000
August 31, 2021	\$15,000
September 30, 2021	\$15,000
October 31, 2021	\$15,000
November 30, 2021	\$15,000
December 31, 2021	\$15,000
January 31, 2022	\$15,000
February 28, 2022	\$15,000
March 31, 2022	\$15,000

April 30, 2022	\$15,000
May 31, 2022	\$15,000
June 30, 2022	\$15,000
July 31, 2022	\$15,000
August 31, 2022	\$15,000
September 30, 2022	\$15,000
Total	\$390,000

2. Subcontract with the Peninsula Chinese Business Association: A total amount not to exceed \$264,810, as detailed in Exhibit A6.

3. Project management, city liaison, business outreach and user uptake for the Choose Local San Mateo County app project for the period March 30, 2022 through September 30, 2022.

April 30, 2022	\$15,000
May 31, 2022	\$15,000
June 30, 2022	\$15,000
July 31, 2022	\$15,000
August 31, 2022	\$15,000
September 30, 2022	\$15,000
Total	\$90,000



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-239

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: **Measure K:** Memorandum of Understanding with the San Mateo County Libraries in Support of "The Big Lift" Initiative

RECOMMENDATION:

Measure K: Adopt a resolution authorizing a Memorandum of Understanding (MOU) with the San Mateo County Libraries in support and in furtherance of the "The Big Lift" Initiative for the term July 1, 2021 through June 30, 2023, in an amount not to exceed \$1,188,012 each fiscal year for a total amount not to exceed \$2,376,024, and authorizing the County Manager, or designee, to execute the MOU.

BACKGROUND:

Since 2016, the San Mateo County Libraries (SMCL) has operated The Big Lift Inspiring Summers (BLIS) program across seven school districts in collaboration with school staff and community partners to curb learning loss in the summers between kindergarten and third grade.

In FY 2020-21 SMCL acquired the responsibility for the Family Engagement portion of The Big Lift, including the Raising-A-Reader program.

DISCUSSION:

SMCL will continue to provide the BLIS and Raising-A-Reader programs in FY 2021-22 and FY 2022-23.

FISCAL IMPACT:

The total amount of the MOU with SMCL is \$1,188,012 each fiscal year for the term July 1, 2021 through June 30, 2023. \$1,188,012 is included in the FY 2021-22 Adopted Budget and the FY 2022-23 Preliminary Adopted Budget that was approved by this Board on June 23, 2021. The MOU is fully funded by Measure K funding. There is no Net County Cost associated with the approval of this MOU.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE SAN MATEO COUNTY LIBRARIES IN SUPPORT AND IN
FURTHERANCE OF “THE BIG LIFT” INITIATIVE FOR THE TERM JULY 1, 2021
THROUGH JUNE 30, 2023, IN AN AMOUNT NOT TO EXCEED \$1,188,012 EACH
FISCAL YEAR FOR A TOTAL AMOUNT NOT TO EXCEED \$2,376,024, AND
AUTHORIZING THE COUNTY EXECUTIVE, OR DESIGNEE, TO EXECUTE THE
MOU**

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

WHEREAS, since 2016, the San Mateo County Libraries (SMCL) has operated The Big Lift Inspiring Summers (BLIS) program across seven school districts in collaboration with school staff and community partners to curb learning loss in the summers between kindergarten and third grade; and

WHEREAS, in FY 2020-21 SMCL acquired the responsibility for the Family Engagement portion of The Big Lift, including the Raising-A-Reader program; and

WHEREAS, SMCL will continue to provide the BLIS and Raising-A-Reader programs in FY 2021-22 and FY 2022-23; and

WHEREAS, this Memorandum of Understanding (MOU) with SMCL authorizes County funding for the SMCL Big Lift programs for FY 2021-22 and FY 2022-23 in a total amount not to exceed \$2,376,024; and

WHEREAS, this Board of Supervisors has been presented with the form of MOU and has approved it as to both form and content and desires to enter into the MOU.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the MOU with SMCL in support and furtherance of “The Big Lift” Initiative, and authorizes the County Executive, or designee, to execute said MOU.

BE IT FURTHER RESOLVED, that the County Executive or designee is authorized to execute amendments to the MOU which modify the County’s maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE COUNTY OF SAN MATEO ("COUNTY") AND THE SAN MATEO COUNTY LIBRARIES ("SMCL") IN SUPPORT AND IN FURTHERANCE OF "THE BIG LIFT" INITIATIVE

WHEREAS, in 2012, the Peninsula Partnership Leadership Council (PPLC) – a coalition of government, education, nonprofit, foundation and business leaders in San Mateo County – launched The Big Lift™ to significantly improve children's third grade reading proficiency through strategic, thoughtful, evidence-based investments in early learning and education, and

WHEREAS, it is recognized that third grade reading proficiency is essential in promoting the life-long learning skills needed to create productive residents and a prosperous community, as third grade is the year when students make the leap from learning to read to reading to learn, and

WHEREAS, the goal of The Big Lift is to increase the percentage of students in San Mateo County who are reading at grade level by the end of third grade to 80% and

WHEREAS, The Big Lift has been implemented in seven San Mateo County communities in which third grade reading proficiency scores were close to or below the County average based on 2012-2013 school year data; those seven communities are Cabrillo, Jefferson Elementary, La Honda-Pescadero, Ravenswood, Redwood City, San Bruno Park, and South San Francisco, and

WHEREAS, to achieve this goal, The Big Lift has committed to advancing the national Campaign for Grade-Level Reading framework, which specifies the following evidence-based interventions, or "four pillars":

- A comprehensive school readiness strategy focused on high-quality preschool for 3 and 4 year-olds, leading to an aligned and sequenced set of high-quality learning experiences in kindergarten through third grade;
- A focus on reducing chronic absences in the early grades, based on research about the importance of attendance in the early years to improving academic outcomes;
- Inspiring summer learning opportunities that enable children to maintain their academic and developmental gains from high-quality preschool throughout the early grades; and
- Strengthening family and community engagement through investments in strategies that support children's learning in school, out of school and at home, and

WHEREAS, The Big Lift is a collective impact collaborative led by four agencies – Silicon Valley Community Foundation (SVCF), the San Mateo County Office of Education (COE), San Mateo County Libraries (SMCL) and the County of San Mateo (the County) - in which school districts partner with preschool programs and community-based agencies to work toward the long-term goal of third grade reading success through the four pillars of The Big Lift, and

WHEREAS, the data collected by school districts and COE show that children participating in The Big Lift preschools are entering more Kindergarten-ready than demographically similar peers with no preschool; and paired with The Big Lift Inspiring Summers, children are maintaining learning gains over the summer, and

WHEREAS, since 2015, Raising A Reader has served all Big Lift preschool programs as the primary family engagement strategy of The Big Lift implemented by SVCF until 2021 when its operation transitioned to SMCL; and

WHEREAS, since 2016, SMCL has operated The Big Lift Inspiring Summers (BLIS) program across The Big Lift school districts in collaboration with school staff and community partners to curb learning loss in the summers between kindergarten and third grade; and

WHEREAS, SMCL and the County wish to continue this partnership, whereby SMCL will implement the BLIS and Raising A Reader programs from July 1, 2021 through June 30, 2023, and

WHEREAS, the County will allocate up to \$2,376,024 for the SMCL BLIS and Raising A Reader programs.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, County and SMCL agree to the following:

1. COUNTY OF SAN MATEO'S RESPONSIBILITIES:

- a. Communicate, notify and share information collaboratively with SMCL;
- b. The County and SMCL appointed leaders agree to meet regularly to review updates and provide strategic direction for The Big Lift;
- c. Provide administrative and fiscal leadership on grants and expenditure of County funds to meet all funding and reporting requirements;
- d. Pursuant to the terms of this MOU, provide funding to SMCL for costs incurred associated with The Big Lift
 - i. Funds will be deducted from the County's appropriated funds for The Big Lift based on the SMCL budget approved by the County, as attached in Exhibit B;
 - ii. In no event shall the County's total fiscal obligation under this MOU exceed \$1,188,012 each fiscal year for the term July 1, 2021 through June 30, 2023 for a total not to exceed amount of \$2,376,024;
- e. Help identify new long-term public and private investment to sustain The Big Lift programs and services and cooperate in and support fundraising efforts for The Big Lift;
- f. Analyze data to determine the success of the efforts undertaken in support of The Big Lift.

2. SAN MATEO COUNTY LIBRARIES' RESPONSIBILITIES:

- a. SMCL will provide the programs described in Exhibit A.

3. COMPENSATION

- a. The County will reimburse SMCL \$1,188,012 each fiscal year for the term July 1, 2021 through June 30, 2023 for a total not to exceed

\$2,376,024 for the term of the MOU. In FY 2021-22, \$1,188,012 will be available to be claimed under the Measure K JL Code "LIBBL." In FY 2022-23, \$1,088,012 will be available to be claimed under the Measure K JL Code "LIBBL" and \$100,000 under the Measure K JL Code "LIBRR."

- b. Expenses shall be eligible for reimbursement in the amounts and based on compliance with the budget set forth in Exhibit B.
- c. The County shall disburse funds quarterly and on a reimbursement basis to SMCL upon receipt of invoices. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports. The County reserves the right to change the disbursement method during the term of this MOU.
- d. Invoices should be (1) on SMCL's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Heather Ledesma, Principal Management Analyst
400 County Center, 1st Floor, Redwood City, CA 94063
Ph: (650) 363-4174
Email: hledesma@smcgov.org

4. TERM AND TERMINATION

Subject to all terms and conditions, the term of this MOU shall be July 1, 2021 through June 30, 2023. This MOU will not automatically renew, nor shall it create any reliance on the possibility of future funding.

County may terminate this MOU based on the unavailability of Federal, State or County funds by providing written notice to SMCL within a reasonable time after County learns of said unavailability of funding. SMCL acknowledges that this MOU may be subject to approval of the Board of Supervisors.

County may suspend and/or terminate this MOU if SMCL fails to comply with the terms of this MOU and may, at its sole discretion, withhold or cancel pending and future disbursements of funds and/or upon a showing of cause require SMCL to return some or all of funds disbursed under this MOU.

SMCL may, at any time after execution of this MOU, terminate this MOU in whole or in part, for the convenience of SMCL, by giving written notice specifying the date and scope of such termination. Termination shall be effective on a date no less than thirty (30) days from notice. In event of termination, SMCL shall be compensated for all work performed until termination.

THIS MOU IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT IS SIGNED BY THE COUNTY'S DESIGNEE.

San Mateo County Libraries

DocuSigned by:
Anne-Marie Despain
12E9A97447E1446...

3/22/2022

Authorized Signature

Date

County of San Mateo

County Executive or Designee

Date

Exhibit A

In consideration of the payments set forth in Exhibit B, SMCL shall provide the following programs and initiatives in support of The Big Lift Goals:

Goal 1: Work in collaboration with the County of San Mateo, San Mateo County Office of Education and the Silicon Valley Community Foundation to support collective impact activities for Big Lift partners, and to provide countywide coordination and support for The Big Lift pillars.
<p>a. Help coordinate and attend meetings with local partners; identify service integration and other opportunities that will advance The Big Lift goals and improve the quality of the initiative.</p>
<p>b. SMCL staff will sit on the Core Lead Implementation Team comprised of representatives from SMC, SMCOE, SVCF and SMCL, and meet regularly to plan and ensure progress in the implementation of The Big Lift; identify policy and program issues and bring them to Core Team for discussion.</p>
<p>c. Help identify new long-term sources of funding and provide fiscal support to The Big Lift Inspiring Summers Program and Raising A Reader in order to sustain and enhance the programs.</p>
<p>d. Prepare reports, grant applications, and presentations as necessary to support The Big Lift.</p>
Goal 2: Provide administrative leadership and operate The Big Lift Inspiring Summers Program in collaboration with SMCOE, SMC and the seven Big Lift school districts to provide a high-quality Inspiring Summers Program for a minimum of four weeks.
<p>a. Oversee the implementation, coordination and quality control of The Big Lift Inspiring Summers Program; and lead year-round program planning meetings consisting of school district Partner Program Leads (PPLs), SMCOE, SMC and any additional curriculum or program partners as relevant to program planning.</p>
<p>b. Identify and implement in collaboration with The Big Lift Leadership and with school district input research-based rising K through 3rd grade literacy curriculum, and afternoon STEAM curriculum based on the CREATE framework.</p>
<p>c. Support SMCOE and school districts to manage and monitor the Inspiring Summers online registration process, and communicate expectations and timelines about Inspiring Summers enrollment, data requirements and other deadlines.</p>
<p>d. Provide translated outreach and marketing materials to school districts, and support the application and enrollment process with emails, phone calls and text messages to families as needed.</p>
<p>e. Coordinate with County Human Resources to recruit, hire, execute background checks and conduct a TB risk assessment for all part-day</p>

facilitators, full-day facilitators and floater positions at all sites, and maintain employee records for all positions.
f. Provide SMCL coaches for at all sites and ensure proper background checks and conduct a TB risk assessment and maintain employee records for all coaches.
g. Provide training for all SMCL staff facilitators, floaters and coaches on the morning curriculum, afternoon curriculum, health and safety guidelines, mindfulness, and trauma-informed classroom behavior management.
h. Provide an annual report on Inspiring Summers by September 30 th of that year.
i. Code The Big Lift Inspiring Summers expenditures under the defined Measure K JL code LIBBL.

Goal 3: Engage families and family needs around learning and literacy through participating in the Big Lift community collaboratives, Raising A Reader, Inspiring Summers, and other family engagement strategies.

a. Oversee Raising A Reader implementation, quality control, inventory management and delivery of teacher training and RAR materials to all Big Lift preschool classrooms.
b. Coordinate with preschool sites to ensure that all Big Lift preschool sites attend and dedicate staff time to attend an annual RAR training by SMCL staff; hold an annual Family Kick-Off Event, 1-2 family engagement events during the year, and a Library Connection Event; and rotate RAR book bags regularly.
c. Perform financial and program reporting, budgeting and administrative tasks associated with RAR implementation and other family engagement strategies.
d. Explore data-informed and data-rich family engagement strategies for Inspiring Summers.
e. Facilitate engagement with the local library through the Big Lift local community collaboratives and participate in local collaboratives as needed.
f. In FY 2021-22, code all Big Lift RAR expenditures under the defined Measure K JL code LIBBL. Starting in FY 2022-23, code all Big Lift RAR expenditures under the defined Measure K JL code LIBRR.

Exhibit B

In consideration of the programs provided by SMCL described in Exhibit A and subject to the terms of the MOU, SMCL shall submit invoices for reimbursement of eligible expenses to the County on a quarterly basis.

In no case shall the total amount payable under this Agreement for the work indicated in Exhibit A exceed \$2,376,024 without prior written consent of the County in the form of an amendment to the MOU. In FY 2021-22, \$1,188,012 will be available to be claimed under Measure K Job Code "LIBBL." In FY 2022-23, \$1,088,012 will be available to be claimed under Measure K Job Code "LIBBL" and \$100,000 under Measure K Job Code "LIBRR."

	2021-2022	2022-2023
Inspiring Summers	\$1,088,012	\$1,088,012
A. Salaries & Benefits	\$1,229,801	\$1,440,365
B. Supplies & Services	\$64,086	\$28,960
C. Snacks & Meal Service	\$44,781	\$0
D. Training/Consultants	\$4,065	\$4,065
Raising A Reader	\$100,000	\$100,000

Certificate Of Completion

Envelope Id: 1B3E678CA5344AE9AE30F205D22F2A75

Status: Completed

Subject: Please DocuSign: SMCL Big Lift MOU FY21-23_FINAL.pdf

Source Envelope:

Document Pages: 7

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

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Envelope Originator:

Lindsey Freeland

125 Lessingia Ct.

San Mateo, CA 94402

freeland@smcl.org

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Signer Events

Anne-Marie Despain

despain@smcl.org

Director

San Mateo County Libraries

Security Level: Email, Account Authentication
(None)**Signature**

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3/22/2022 1:32:34 PM

Payment Events**Status****Timestamps**



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-240

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: Use of **Measure K** Reserves - Transfer to balance Big Lift Budget

RECOMMENDATION:

Measure K: Approve an Appropriation Transfer Request (ATR) transferring **Measure K** reserves in the amount of \$1,913,930 to the County Manager Big Lift program to account for an expense paid out of the FY 2021-22 Budget.

BACKGROUND:

Measure K is the half-cent general sales tax initially approved by San Mateo County voters in November 2012 and extended in November 2016 for a total of thirty years.

The Big Lift is a collaborative initiative with the goal of achieving a big lift in San Mateo County's educational outcomes by improving the percentage of children's reading proficiently by the end of 3rd grade.

In FY 2020-21 responsibility for administering the Big Lift program transitioned from the Silicon Valley Community Foundation to the County Manager's Office.

DISCUSSION:




This proposed action corrects an outstanding budget liability that occurred following the transition of the Big Lift from the Silicon Valley Community Foundation to the County Manager's Office in FY 2020-21.

Due to COVID-19 the Silicon Valley Community Foundation sent its FY 2020-21 4th quarter invoice in September 2021 after the close of the fiscal year. The payment of \$1,913,930 to Silicon Valley Community Foundation was rendered in FY 2021-2022, but due to the late invoice was not accounted for as an expense in FY 2020-2021. This is a request for transfer of **Measure K** reserves within the same budget unit to account for payment of this unanticipated expense in FY 2021-2022 to balance the Big Lift budget.

The ATR presented to this Board for appropriation of the **Measure K** funds has been approved by the County Manager and Controller or their authorized designees.

FISCAL IMPACT:

There are sufficient **Measure K** reserves to cover this specific FY 2021-22 **Measure K** request in the amount of \$1,913,930.

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST					REQUEST NO. ATR 22-050.
DEPARTMENT COUNTY MANAGERS OFFICE					DATE: 3-4-2022
1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:					
	CODES			AMOUNT	DESCRIPTION
	FUND or ORG	ACCOUNT	JL ORG CODE Measure K only		
FROM	12143	1135	NDSEL	\$1,913,930	Sales and Use Tax –Measure K
TO	12143	5847	NDSEL	\$1,913,930	Contract Project Management
Justification (Attach Memo if Necessary): Please refer to attached memo.					
DEPARTMENT HEAD  Digitally signed by Michael Bolander Date: 2022.03.04 15:38:31 -08'00'					DATE 3-4-2022
2. <input type="checkbox"/> Board Action Required <input checked="" type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required					
Remarks:					
COUNTY CONTROLLER 					DATE 3/4/2022
3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved					
Remarks:					
COUNTY MANAGER 					DATE 3/10/22
DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY					

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 20____

Ayes an in favor of said resolution:
Supervisors: _____

Noes and against said resolution:
Supervisors: _____
Absent _____
Supervisors: _____

ATTEST: _____
Clerk of Said Board

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

To: Honorable Board of Supervisors
From: Mike Callagy, County Manager
Subject: Use of Measure K Reserves – Transfer to balance Big Lift Budget

RECOMMENDATION:

Measure K: Approve an Appropriation Transfer Request transferring Measure K reserves in the amount of \$1,913,930 to the County Manager Big Lift program to account for an expense paid out of the FY 2021-22 Budget.

BACKGROUND:

Measure K is the half-cent general sales tax initially approved by San Mateo County voters in November 2012 and extended in November 2016 for a total of thirty years.

The Big Lift is a collaborative initiative with the goal of achieving a big lift in San Mateo County's educational outcomes by improving the percentage of children's reading proficiently by the end of 3rd grade.

In FY 2020-21 responsibility for administering the Big Lift program transitioned from the Silicon Valley Community Foundation to the County Manager's Office.

DISCUSSION:

This proposed action corrects an outstanding budget liability that occurred following the transition of the Big Lift from the Silicon Valley Community Foundation to the County Manager's Office in FY 2020-21.

Due to COVID-19 the Silicon Valley Community Foundation sent its FY 2020-21 4th quarter invoice in September 2021 after the close of the fiscal year. The payment of \$1,913,930 to Silicon Valley Community Foundation was rendered in FY 2021-2022, but due to the late invoice was not accounted for as an expense in FY 2020-2021. This is a request for transfer of Measure K reserves within the same budget unit to account for payment of this unanticipated expense in FY 2021-2022 to balance the Big Lift budget.

The ATR presented to this Board for appropriation of the Measure K funds has been approved by the County Manager and Controller or their authorized designees.

FISCAL IMPACT:

There are sufficient Measure K reserves to cover this specific FY 2021-22 Measure K request in the amount of \$1,913,930.



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-241

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Michael P. Callagy, County Executive
Adam Ely, Project Development Unit Director

Subject: Amendment to Agreement with Design Build Development Group, Inc. for Project Management Services

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with Design Build Development Group, Inc. to continue to provide construction management services for County projects and increasing the amount by \$5,000,000 to an amount not to exceed \$7,199,000.

BACKGROUND:

On January 1, 2019, the PDU entered into an agreement with Design Build Development Group, Inc. (DBDG) to provide project management support services. Since then, DBDG has successfully provided project management services in support of multiple projects including the County Office Building 3 Project and the South San Francisco Wellness Center Project.

DBDG continues to provide high quality consulting services in support of the PDU mission and project success. Their services include, among other things, day-to-day project management assistance and coordination, ongoing constructability review, change order analysis, and budget review and projection.

DISCUSSION:

By executing the amendment, the PDU will have the ability to continue to utilize the expertise of DBDG that covers the full spectrum of a project including but not limited to owner representation, project and construction management, design input and review, cost estimating, scheduling analysis, evaluation of work product, and enforcement of contract compliance.

The resolution contains the County's standard provisions allowing amendment of terms and increase of County fiscal obligations by a maximum of \$ 25,000 (in aggregate).

County Counsel has reviewed and approved the amendment and resolution as to form.

FISCAL IMPACT:

The not to exceed amount for the agreement is \$7,199,000 in aggregate. The cost of the contract will be funded by the budgets for the individual projects to which the consultant is assigned.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
DESIGN BUILD DEVELOPMENT GROUP, INC. TO CONTINUE TO PROVIDE
CONSTRUCTION MANAGEMENT SERVICES FOR COUNTY PROJECTS, AND
INCREASING THE AMOUNT BY \$5,000,000 TO AN AMOUNT NOT TO EXCEED
\$7,199,000**

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

WHEREAS, in January 2017 this Board approved the formation of the Project Development Unit (PDU) to oversee ground up construction for County projects; and

WHEREAS, multiple large projects are ongoing and anticipated, and to manage these critical and complex projects, the County requires support from specialized consultants, including specialized capital project managers; and

WHEREAS, on January 1, 2019, the County entered into an agreement with Design Build Development Group, Inc. (DBDG) to provide specialized capital project management and other support services; and

WHEREAS, on April 9, 2019, the Board authorized an amendment to the agreement increasing the amount to \$699,000 and waiving the RFP process finding such a waiver to be the best interest of the County; and

WHEREAS, on November 17, 2020, the Board authorized an amendment to the agreement increasing the amount to \$2,199,000; and

WHEREAS, based on the positive performance of DBDG, the administrative efficiencies promoted through continuing to source project management services

through an existing agreement with DBDG, and DBDG's demonstrated capacities, the PDU wishes to execute an Amendment to the agreement increasing the amount; and

WHEREAS, this Board has approved the amendments to the agreement as to both form and content and desires to enter into the amended agreement; and

WHEREAS, County Counsel has reviewed and approved the resolution and amendment as to form.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County confirms any further requirement for Request for Proposals related to the amendment to DBDG's agreement is hereby waived.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the President of the Board to Execute an amendment with Design Build Development Group, Inc. to continue to provide construction management services for County projects, extending the term of the agreement through December 31, 2024 and increasing the amount by \$5,000,000 for a new not to exceed amount of \$7,199,000.

BE IT FURTHER RESOLVED that the Director of the Project Development Unit or his/her designee is authorized to execute contract amendments and other modifications to the terms, conditions, and/or services, including but not limited to modifications to the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), modifications to the vendor's name to recognize business acquisitions, partnerships, and similar realignments, so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 5th day of April 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc. (DBDG) hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for project management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement Section 3 Payments and Exhibit B Fee Schedule and terms.

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

1. Section 3 Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN MILLION ONE HUNDRED NINETY-NINE THOUSAND DOLLARS AND NO CENTS (\$5,199,000.00). If the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Exhibit B (Dated 12/9/2021) is hereby replaced with the following:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In no event shall this agreement exceed **\$7,199,000**. Hourly rates for Contract are as follows:

Name	Role	Total %	2022 Rate	2023 Rate
Daniel Griffiths	Program Manager	100%	\$190.55	\$196.27
Bart Dickson	Program Strategy	75%	\$190.55	\$196.27
TBD	Sr. PM	30%	\$163.77	\$168.68
Rob Benson	Project Executive	100%	\$190.55	\$196.27
TBD	Sr. PM	100%	\$163.77	\$168.68
Laird Bennion	Sr. PM	100%	\$163.77	\$168.68
Amy Allen	Financial PE	100%	\$103.00	\$106.09
Gwen Lusk	Financial PE	100%	\$103.00	\$106.09
Luke Davis	Assistant PM	30%	\$103.00	\$106.09
Cassandra Darley	Assistant PM	60%	\$103.00	\$106.09
TBD	IT Support	100%	\$200.00	\$206.00
This is a 2022 and 2023 forecast				
	FTE	9.0		
2022 Projection	\$3,676,985.78			
2023 Projection	\$1,323,014.22			
Total Projection	\$5,000,000.00			

Work shall be done on a Time and Materials basis. Contractor shall issue separate invoices for each different project. Contractor will invoice County for services provided with detail on dates, hours worked, and a description of work provided by project. Invoices shall be submitted on a monthly basis. Payment by the County shall be made within thirty days of receipt and acceptance.

Reimbursables

Contractor may bill at cost for reimbursement of eligible work-related expenses with receipt. All reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed backup shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup").

Travel

Travel time shall not be included in the billable hours. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, CA), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

- 2. All other terms and conditions of the agreement dated January 1, 2019, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: DESIGN BUILD DEVELOPMENT GROUP, INC.

DocuSigned by:

Daniel Griffiths

577616961146446...
Contractor Signature

24-Mar-2022 | 08:18 PDT

Date

Daniel Griffiths

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DBDG, Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of April, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Project Management services on January 1, 2019; and

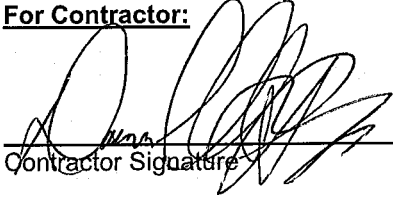
WHEREAS, the parties wish to amend the Agreement to the terms in Exhibit B (dated 1/1/19).

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

1. Exhibit B (Dated 1/1/19), paragraph #2 is hereby replaced with the following, "In no event shall this agreement exceed \$699,000. Hourly rates for Contract are as follows:"
2. Agreement Section 3, Payments, third sentence is hereby replaced with the following, "In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED NINETY-NINE THOUSAND DOLLARS (\$699,000)."
3. All other terms and conditions of the agreement dated 1/1/19, between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

3/27/2019
Date

Daniel Griffiths
Contractor Name (please print)

For County:

Carole Groom

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

4/9/2019
Date

Carole Groom
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Resolution No. 076530

President, Board of Supervisors
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of November, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for project management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement to the terms in Exhibit B (dated 4/9/2019).

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

1. Exhibit B (dated 4/9/2019) rate chart is hereby replaced with the following:

SENIOR PROJECT MANAGER	
PERIOD	BILLING RATE
January 1 – December 31, 2019	\$150.00 per hour
January 1 – December 31, 2020	\$154.50 per hour
January 1 – December 31, 2021	\$159.00 per hour

PROJECT MANAGER	
PERIOD	BILLING RATE
November 1 – December 31, 2020	\$135.00 per hour
January 1 – December 31, 2021	\$139.00 per hour

4. **All other terms and conditions of the agreement dated 4/9/2019, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

12/10/2019
Date

Daniel Grunin
Contractor Name (please print)

For County:


Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

12/10/19
Date

Adam Ely
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director PDU
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

**AMENDMENT THREE TO AGREEMENT 19D015
BETWEEN THE COUNTY OF SAN MATEO AND
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 10th day of November 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Project Management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement to the payments in Section 3, and the terms in Section 4 and Exhibit B (dated 1/1/19).

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

1. Agreement Section 3, Payments, third sentence is hereby replaced with the following, "In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$2,199,000)."
2. Agreement Section 4, Terms, is hereby replaced with the following, "Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2024."
3. Exhibit B (Dated 4/9/19), paragraph #2 is hereby replaced with the following, "In no event shall this agreement exceed \$2,199,000. Hourly rates for Contract are as follows:"


SENIOR PROJECT MANAGER	
PERIOD	BILLING RATE
January 1 - December 31, 2020	\$154.50 per hour
January 1 - December 31, 2021	\$159.00 per hour
January 1 - December 31, 2022	\$163.00 per hour
January 1 - December 31, 2023	\$167.00 per hour
January 1 - December 31, 2024	\$172.00 per hour

PROJECT MANAGER	
PERIOD	BILLING RATE
January 1 - December 31, 2020	\$135.00 per hour
January 1 - December 31, 2021	\$139.00 per hour
January 1 - December 31, 2022	\$143.00 per hour
January 1 - December 31, 2023	\$147.00 per hour
January 1 - December 31, 2024	\$151.00 per hour

4. All other terms and conditions of the agreement dated 1/1/19, between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Design Build Development Group, Inc.

DocuSigned by:  577818981146446...	11/2/2020 6:59 AM PST	Daniel Griffiths
Contractor Signature	Date	Contractor Name (please print)

For County:

Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo
		Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo

**AMENDMENT FOUR TO AGREEMENT 19D015
BETWEEN THE COUNTY OF SAN MATEO AND
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 24th day of February 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Project Management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement to the terms in Section 4 and Exhibit B (dated 1/1/19).

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

1. Exhibit B (Dated 4/9/19), paragraph #2 is hereby replaced with the following, "In no event shall this agreement exceed \$2,199,000. Hourly rates for Contract are as follows:"

SENIOR PROJECT MANAGER	
PERIOD	BILLING RATE
January 1 - December 31, 2020	\$154.50 per hour
January 1 - December 31, 2021	\$159.00 per hour
January 1 - December 31, 2022	\$163.00 per hour
January 1 - December 31, 2023	\$167.00 per hour
January 1 - December 31, 2024	\$172.00 per hour


PROJECT MANAGER	
PERIOD	BILLING RATE
January 1 - December 31, 2020	\$135.00 per hour
January 1 - December 31, 2021	\$139.00 per hour
January 1 - December 31, 2022	\$143.00 per hour
January 1 - December 31, 2023	\$147.00 per hour
January 1 - December 31, 2024	\$151.00 per hour

ASSISTANT PROJECT MANAGER	
PERIOD	BILLING RATE
January 1, 2021 - December 31, 2024	\$100.00 per hour


4. **All other terms and conditions of the agreement dated 1/1/19, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Design Build Development Group, Inc.

DocuSigned by:  577818981146446...	24-Feb-2021 15:03 PST	Daniel Griffiths
Contractor Signature	Date	Contractor Name (please print)

For County:

DocuSigned by:  FB780FA8B4444C9...	24-Feb-2021 16:50 PST	Adam Ely
Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo
		Director PDU Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo

From: [Adam Ely](#)
To: [Daniel Griffiths](#); [Angie Hyde](#)
Subject: FW: DBDG Contract & Amendments
Date: Tuesday, February 23, 2021 6:16:22 PM
Attachments: [PDU-PSA-DBDG-19D015-R077864-EXECUTED-20201117.pdf](#)
[PDU-PSA-DBDG-19D015-AMD003-EXECUTED-20201117.pdf](#)
[8470019D015 DBDG Inc Contract.pdf](#)

Please create an Amendment 004 that includes an Assistant PM category at the \$100 rate.

Thanks.

Adam

From: Daniel Griffiths <dgriffiths@dbdginc.com>
Sent: Tuesday, February 23, 2021 9:37 AM
To: Adam Ely <aely@smcgov.org>
Subject: DBDG Contract & Amendments

CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Hello Adam - Please see attached. dlj



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for <\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-19-D015	DESIGN BUILD DEVELOPMENT GROUP, INC.	05

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount

Original Amount:	\$ 99,000		
Amendment 1 Amount:	\$ 699,000		
Amendment 2 Amount:	NO CHANGE		
Amendment 3 Amount:	\$ 2,199,000		
Amendment 4 Amount:	NO CHANGE		
Current Amount:	Addition or Reduction:	New Total:	
\$ 2,199,000	NO CHANGE	\$ 2,199,000	

Agreement Term

Original Start Date:		Original End Term:	
Amendment 1 Start Date:	1/1/2019	Amendment 1 End Date:	12/31/2021
Amendment 2 Start Date:	NO CHANGE	Amendment 2 End Date:	NO CHANGE
Amendment 3 Start Date:	NO CHANGE	Amendment 3 End Date:	NO CHANGE
Amendment 4 Start Date:	NO CHANGE	Amendment 4 End Date:	12/31/2024
Amendment 5 Start Date:	NO CHANGE	Amendment 5 End Date:	NO CHANGE

Paragraph Changes:

EXHIBIT B

**AMENDMENT FOUR TO AGREEMENT 19D015
BETWEEN THE COUNTY OF SAN MATEO AND
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8th day of December 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Project Management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement to Exhibit B (Dated 2/24/21).

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

1. Exhibit B (Dated 2/24/21) is hereby replaced with the following:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In no event shall this agreement exceed **\$2,199,000**. Hourly rates for Contract are as follows:

DBDG Billing Rates	
PROJECT EXECUTIVE	
PERIOD	BILLING RATE
December 1-December 31, 2021	\$185.00 per hour
January 1-December 31, 2022	\$190.55 per hour
January 1-December 31, 2023	\$196.27 per hour
January 1-December 31, 2024	\$202.16 per hour
January 1-December 31, 2025	\$208.22 per hour
SENIOR PROJECT MANAGER	
PERIOD	BILLING RATE
January 1-December 31, 2022	\$163.77 per hour
January 1-December 31, 2023	\$168.68 per hour
January 1-December 31, 2024	\$173.74 per hour
January 1-December 31, 2025	\$178.95 per hour
PROJECT MANAGER	
PERIOD	BILLING RATE
January 1-December 31, 2022	\$143.17 per hour
January 1-December 31, 2023	\$147.46 per hour
January 1-December 31, 2024	\$151.88 per hour
January 1-December 31, 2025	\$156.44 per hour
ASSISTANT PROJECT MANAGER	
PERIOD	BILLING RATE
January 1-December 31, 2022	\$103.00 per hour
January 1-December 31, 2023	\$106.09 per hour
January 1-December 31, 2024	\$109.27 per hour
January 1-December 31, 2025	\$112.55 per hour

Work shall be done on a Time and Materials basis. Contractor shall issue separate invoices for each different project. Contractor will invoice County for services provided with detail on dates, hours worked, and a description of work provided by project. Invoices shall be submitted on a monthly basis. Payment by the County shall be made within thirty days of receipt and acceptance.

Reimbursables

Contractor may bill at cost for reimbursement of eligible work-related expenses with receipt. All reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed backup shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup").

Travel

Travel time shall not be included in the billable hours. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.


Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, CA), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.


4. **All other terms and conditions of the agreement dated 1/1/19, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Design Build Development Group, Inc.

<div>DocuSigned by:  577818981146446...</div>	09-Dec-2021 06:26 PST	Daniel Griffiths
Contractor Signature	Date	Contractor Name (please print)

For County:

<div>DocuSigned by:  FD780FA8B4444C8...</div>	09-Dec-2021 08:05 PST	Adam Ely
Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	Date	Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DESIGN BUILD DEVELOPMENT GROUP, INC.

This Agreement is entered into this 1st day of January, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Design Build Development Group Inc, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Project Management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP—Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINETY-NINE THOUSAND DOLLARS (\$99,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin, Manager
Address: 1402 Maple Street, Redwood City CA 94063
Telephone: (650) 369-4766
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Daniel Griffiths, President/Owner
Address: 3468 Oak Knoll Drive, Emerald Hills, CA 94062
Telephone: (650) 404-7178
Email: dgriffiths@dbdginc.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature

Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

1/22/2019
Date

Daniel Griffin
Contractor Name (please print)

For County:


Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

22 Jan 19
Date

~~Sam Lin~~ Karen Redgers
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Assistant Director

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide project management services for various building projects throughout the County, as directed by the Project Development Unit. Tasks include day-to-day management assistance and coordination; participation in all key design and construction meetings related to assigned projects; provide monthly project reporting as required; provide constructability review and/or peer review feedback of design; estimating; budget reconciliation; scheduling; assist with material procurement; MEP coordination; review & validate bids; and change order analysis.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In no event shall this agreement exceed **\$99,000**. Hourly rates for Contractor are as follows:

Period	Billing Rate
January 1 – December 31, 2019	\$150.00 per hour
January 1 – December 31, 2020	\$154.50 per hour
January 1 – December 31, 2021	\$159.00 per hour

Work shall be done on a Time and Materials basis. Contractor shall issue separate invoices for each different project. Contractor will invoice county for services provided with detail on dates, hours worked, and a description of work provided by project. Invoices shall be submitted on a monthly basis. Payment by the County shall be made within thirty days of receipt and acceptance.

Reimbursables

Contractor may bill at cost for reimbursement of eligible work-related expenses with receipt. All reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup").

Travel

Travel time shall not be included in the billable hours. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level

size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up.

If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Daniel Griffiths

Name of Contractor(s):

Design Build Development Group, Inc

Street Address or P.O. Box:

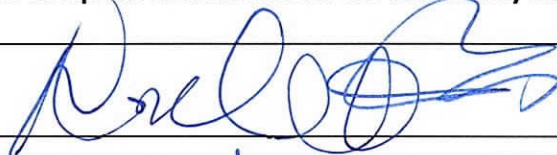
3468 Oak Knoll Dr.

City, State, Zip Code:

Emerald Hills, CA 94062

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

President

Date:

1/22/2019

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-242

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: Accepting Donations from Various Community Partners for the Children's Vaccination Clinics at the San Mateo County Event Center

RECOMMENDATION:

Recommendation to:

- A) Adopt a resolution accepting donations in the aggregate amount of \$93,499 from various community partners for the children's vaccination clinic at the San Mateo County Event Center; and
- B) Approve an Appropriation Transfer Request (ATR) recognizing unanticipated revenue in the amount of \$93,499 from various community partners to Non-Departmental Services for the children's vaccination clinic at the San Mateo County Event Center.

BACKGROUND AND DISCUSSION:

In November 2021, after the Center for Disease Control approved Covid vaccines for children ages 5 -11, the County opened a "Playland" themed vaccination clinic at the San Mateo County Event Center. The clinic featured superheroes and a red carpet that greeted children when they arrived as well as televisions and life-size games of chess and Connect Four to help children feel at ease as they waited to receive the vaccine.

The county would like to acknowledge and thank the following community partners for their generous donations in creating a welcoming atmosphere at the children's vaccine clinics:

Donor	Amount
Chan / Zuckerberg Initiative	\$25,000
Google	\$10,000
Kaiser Permanente	\$1,000
Lucille Packard Children's Hospital	\$5,000

Peninsula Health Care District	\$24,500
San Mateo County Economic Development Association (SAMCEDA)	\$3,000
The Sequoia Healthcare District	\$24,999
Total	\$93,499

County Attorney has reviewed and approved the resolution as to form.

FISCAL IMPACT:

Approval of the Appropriation Transfer Requests will recognize unanticipated revenue in the amount of \$93,499 to Non-Departmental Services from various community partners for the Children's Vaccination Clinics at the San Mateo County Event Center. There is no Net County Cost associated with the acceptance of the donations or the approval of the Appropriation Transfer Request.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION ACCEPTING DONATIONS IN THE AGGREGATE AMOUNT OF
\$93,499 FROM VARIOUS COMMUNITY PARTNERS FOR THE CHILDREN'S
VACCINATION CLINIC AT THE SAN MATEO COUNTY EVENT CENTER**

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

WHEREAS, in November 2021, after the Center for Disease Control approved Covid vaccines for children ages 5-11, the County opened a "Playland" themed vaccination clinic at the San Mateo County Event Center; and

WHEREAS, the clinic featured superheroes and a red carpet that greeted children when they arrived as well as televisions and life-size games of chess and Connect Four to help children feel at ease as they waited to receive the vaccine; and

WHEREAS, in order to create this welcoming atmosphere, the county received a number of donations from several community partners in the aggregate amount of \$93,499; and

WHEREAS, the county would like to thank and acknowledge the following community partners for their generous donations to the children's vaccination clinic: the Chan / Zuckerberg Initiative, Google, Kaiser Permanente, Lucille Packard Children's Hospital, the Peninsula Health Care District, the San Mateo County Economic Development Association (SAMCEDA), and the Sequoia Healthcare District.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that this Board of Supervisors adopt a resolution accepting donations in the aggregate amount of \$93,499 from the Chan / Zuckerberg Initiative, Google, Kaiser Permanente, Lucille Packard Children's Hospital, the Peninsula Health Care District, the San Mateo County Economic Development Association (SAMCEDA), and the Sequoia Healthcare District for the children's vaccination clinic.

* * * * *

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST					REQUEST NO. ATR22-054
DEPARTMENT: Non-Departmental Services					DATE: 03/24/2022
1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:					
	CODES			AMOUNT	DESCRIPTION
	FUND or ORG	ACCOUNT	JL ORG CODE Measure K only		
FROM	80511	2646		\$93,499	Gifts and Donations
TO	80511	5969		\$93,499	Other Special Dept Expense
Justification (Attach Memo if Necessary): See attached memorandum.					
DocuSigned by: DEPARTMENT HEAD Michael Bolander E44D1B0B9C024CD...					
DATE 3/24/2022					
2. <input type="checkbox"/> Board Action Required <input checked="" type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required					
Remarks:					
DocuSigned by: COUNTY CONTROLLER Kim-Anh Le 27CA17035F52444...					
DATE 3/24/2022					
3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved					
Remarks:					
DocuSigned by: COUNTY MANAGER Roberto Manchua B2CAA40C3C0344B...					
DATE 3/29/2022					
DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY					

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS
RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____ 20 ____

AYES and in favor of said resolution: NOES and against said resolution:

Supervisors: _____

Supervisors: _____

Absent
Supervisors: _____

ATTEST: _____
Clerk of Said Board

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Manager
Subject: Accepting Donations from Various Community Partners for the Children's Vaccination Clinics at the San Mateo County Event Center

RECOMMENDATION:

Recommendation to: [resolution and signed ATR pending]

- A) Adopt a resolution accepting donations in the aggregate amount of \$93,499 from various community partners for the children's vaccination clinic at the San Mateo County Event Center; and
- B) Approving an Appropriation Transfer Request recognizing unanticipated revenue in the amount of \$93,499 from various community partners to Non-Departmental Services for the children's vaccination clinic at the San Mateo County Event Center.

BACKGROUND AND DISCUSSION:

In November 2021, after the Center for Disease Control approved Covid vaccines for children ages 5-11, the County opened a "Playland" themed vaccination clinic at the San Mateo County Event Center. The clinic featured superheroes and a red carpet that greeted children when they arrived as well as televisions and life-size games of chess and Connect Four to help children feel at ease as they waited to receive the vaccine.

The county would like to acknowledge and thank the following community partners for their generous donations in creating a welcoming atmosphere at the children's vaccine clinics:

Donor	Amount
Chan / Zuckerberg Initiative	\$25,000
Google	\$10,000
Kaiser Permanente	\$1,000
Lucille Packard Children's Hospital	\$5,000
Peninsula Health Care District	\$24,500
San Mateo County Economic Development Association (SAMCEDA)	\$3,000
The Sequoia Healthcare District	\$24,999
Total	\$93,499

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

FISCAL IMPACT:

Approval of the Appropriation Transfer Requests will recognize unanticipated revenue in the amount of \$93,499 to Non-Departmental Services from various community partners for the Children's Vaccination Clinics at the San Mateo County Event Center. There is no Net County Cost associated with the acceptance of the donations or the approval of the Appropriation Transfer Request.

In Process



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-243

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: 4/5

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: Permit Agreement with T-Mobile West LLC for a wireless communication facility at the Half Moon Bay Communication Site. (Permit No. 5243)

RECOMMENDATION:

Adopt a resolution authorizing:

- A) The President of the Board of Supervisors to execute a Permit Agreement with T-Mobile West LLC ("Permittee") for the operation of a wireless communication facility at the Half Moon Bay Airport Communication Site, located at 9850 Cabrillo Hwy. North, Half Moon Bay, also known as County Assessor Parcel Number 037-292-030 ("Property"), at an initial monthly rate of \$4,328.00, for a five-year term, with one option to extend for an additional five years; and
- B) The County Executive Officer, or his designee, to accept or execute notices, options, and documents associated with the Agreement including, but not limited to, extension or termination of the Agreement under the terms set forth therein.

BACKGROUND:

Sprint, T-Mobile's predecessor in interest, has been operating at this communications site since 2007. Their most recent agreement with the County expired in 2020 and T-Mobile has been holding over under the terms and conditions of that agreement since its expiration. The rights granted under this new Permit Agreement ("Agreement") include the right to occupy and use 220 square feet of ground space, and antenna mounting privileges on the County-owned Tower, for the maintenance and operation of the equipment described in Exhibit B of the Agreement.

DISCUSSION:

Real Property Services negotiated this new Agreement for a term of five years, with one option to extend for an additional five years. The initial monthly fee of \$4,328.00 is based on ISD Radio Site Equipment Rates for installed equipment and is subject to annual 3% escalations. County Counsel has reviewed and approved the Permit and Resolution as to form. The Director of Public Works

concurs in this recommendation.

FISCAL IMPACT:

The fee of \$51,936.00 for the initial year of the five-year term, and all subsequent fees, will be deposited to the Airport Enterprise Fund.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING: A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A PERMIT AGREEMENT WITH T-MOBILE WEST LLC (“PERMITTEE”) FOR THE OPERATION OF A WIRELESS COMMUNICATION FACILITY AT THE HALF MOON BAY AIRPORT COMMUNICATION SITE, LOCATED AT 9850 CABRILLO HWY. NORTH, HALF MOON BAY, ALSO KNOWN AS COUNTY ASSESSOR PARCEL NUMBER 037-292-030 (“PROPERTY”), AT AN INITIAL MONTHLY RATE OF \$4,328.00, FOR A FIVE-YEAR TERM, WITH ONE OPTION TO EXTEND FOR AN ADDITIONAL FIVE YEARS; AND
B) THE COUNTY EXECUTIVE OFFICER, OR HIS DESIGNEE, TO ACCEPT OR EXECUTE NOTICES, OPTIONS, AND DOCUMENTS ASSOCIATED WITH THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, EXTENSION OR TERMINATION OF THE AGREEMENT UNDER THE TERMS SET FORTH THEREIN**

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

WHEREAS, the County owns the property referred to as the Half Moon Bay Airport, including the Communication Site, located at 9850 Cabrillo Hwy. North, Half Moon Bay, also known as County Assessor Parcel Number 037-292-030 (“Property”), as shown on Exhibit A of the Permit Agreement; and

WHEREAS, Sprint, T-Mobile’s predecessor in interest, has been operating a wireless communication facility at the Property since 2007 under a previous Permit Agreement; and

WHEREAS, Real Property Services has negotiated a new Permit Agreement (“Agreement”) with T-Mobile LLC (“Permittee”) for a term of five years, with one option to extend for another five years, for the initial monthly fee of \$4,328.00; and

WHEREAS, the initial monthly fee is based on ISD Radio Site Equipment Rates for installed equipment and is subject to an annual escalation of 3%; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration a Permit Agreement allowing Permittee operation of their wireless communication facility at the Property; and

WHEREAS, this Board has reviewed and approved the Permit Agreement and desires to grant continued use of the Property to Permittee by authorizing execution of the Permit Agreement.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board is hereby authorized to execute a Permit Agreement granting to T-Mobile LLC use of approximately 220 square feet of ground space, with antenna mounting privileges on the County-owned Tower on the Property known as 9850 Cabrillo Hwy. North, at the Half Moon Bay Airport.

IT IS FURTHER DETERMINED AND ORDERED that the County Executive Officer, or designee, is hereby authorized to execute any notices, consents, approvals, or other documents in connection with the Permit.

* * * * *

COUNTY OF SAN MATEO

PERMIT AGREEMENT

(No. 5243)

Half Moon Bay Airport Communication Site

Half Moon Bay, California

PERMITTEE:

**T-Mobile West, LLC, a Delaware limited liability company
(T-Mobile Site ID: SF03106A)**

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EXHIBIT A - PROPERTY MAP

EXHIBIT B - SITE PLAN/CONSTRUCTION DRAWINGS

PERMIT AGREEMENT
No. 5243

HALF MOON BAY AIRPORT COMMUNICATION SITE, Half Moon Bay, California

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only this _____ day of _____, 2022, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and T-Mobile West, LLC, a Delaware limited liability company ("Permittee"). Permitter and Permittee agree as follows:

2. PREMISES. Permitter is the owner of that certain parcel of real property commonly known as the Half Moon Bay Airport Communication Site, located at 9850 Cabrillo Hwy North, Half Moon Bay, California (the "Property"), and more particularly described in Exhibit A (Property Map). The Premises consist of a portion of the Property including (i) approximately 220 square feet of ground space, and antenna mounting privileges on the adjacent County owned Tower, for the installation and operation of a wireless communications site described in Exhibit B (Site Plan/Equipment Plan) and (ii) the non-exclusive right of access over and through such portions of the Property as are necessary for Permittee's use of the Premises, and more particularly shown in Exhibit A. In connection with its use of the Premises, and for the Term of this Permit, Permitter grants Permittee a non-exclusive and non-possessory license for the placement and use of wiring and conduit, as shown in Exhibit B. It is the intent of the Parties that the License hereby granted shall be co-terminus with the Permit.

3. IMPROVEMENTS AND INSTALLATIONS. Permittee shall have the right to make and maintain improvements to the Premises in accordance with the plans attached as Exhibit B (Site Plan/Equipment Plan). Permittee shall obtain the prior written consent of Permitter, which consent shall not be unreasonably withheld, conditioned or delayed, for any modifications to the Premises not shown in Exhibit B. After initial installation, and with the written consent of the Permitter, the Permittee, shall be permitted to add equipment/antennas only if a like size, weight and quantity of equipment/antennas are removed in concert with that addition.

Permittee shall obtain all necessary governmental approvals and permits prior to commencing any improvements or modifications, and shall provide Permitter with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of Permittee for work performed at the Premises shall be duly licensed by the State of California, and all work shall be performed in a good, safe and workmanlike manner.

Prior to the installation of equipment, Permittee must obtain any and all licenses required in order to operate the site for the intended use. Copies of said license(s) shall be provided by Permittee to Permitter upon receipt by Permittee.

Permitter enters this Permit solely in its proprietary capacity as owner of the Property and not in any capacity as a zoning, land-use, or building/planning authority. Nothing in this Permit shall be construed as approval or issuance of a use permit, building permit, or any

other approval as may be required by and issued by the San Mateo County Department of Planning and Building and/or any other applicable government agency.

4. USE. Permittee may use and occupy the Premises for the installation, construction, removal, replacement, maintenance, and operation of a wireless communication site utilizing the existing and the proposed equipment as shown on the attached Exhibit B ("Site Plan/Equipment Plan").

Permittee acknowledges that, subject to the limitations set forth in Section 20 (Equipment Conflict) but otherwise without affecting the rights and obligations of the Parties hereunder, Permittor may, in its sole discretion, grant to other operators the right to install and use similar facilities at the Property.

Permittee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or the Property, or cause cancellation of any insurance policy covering the Premises or the Property. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises or the Property. Permittee shall not commit or suffer to be committed any waste in or upon the Premises or the Property.

PERMITTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. PERMITTEE REPRESENTS AND WARRANTS TO PERMITTOR THAT PERMITTEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PERMITTEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR PERMITTEE'S INTENDED USE. PERMITTEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR PERMITTEE'S BUSINESS AND INTENDED USE. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER PERMITTOR NOR ANY OF ITS AGENTS HAVE MADE, AND PERMITTOR HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR PERMITTEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PRIMARY TERM. Unless sooner terminated pursuant to the provisions hereof or sooner extended pursuant to Section 6, the primary term of this Permit shall be for five (5) years commencing on the date this Permit is executed by Permittor, as authorized by the County of San Mateo Board of Supervisors in its sole and absolute discretion ("Effective Date"). Payment of the Base Permit Fee due hereunder shall commence on the Effective

Date. In the event the Effective Date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive year of the Term.

6. RENEWAL TERM. Subject to the limitations set forth in this section, Permittee shall have the option to renew this Permit for one additional five (5) year term beyond the primary term ("Renewal Term"). Said renewal shall be under the same terms, covenants and conditions as the initial agreement, except for adjustment of the Permit Fee as specified in Section 7D (Renewal Term Fee Adjustment) of this Permit.

Notwithstanding anything to the contrary contained in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

A. NOTICE: Permittee shall give Permitter written notice of its election to exercise its option not later than one hundred eighty (180) days prior to the expiration of the Primary Term.

B. ASSIGNMENT: Except for the permitted assignment pursuant to Section 29 (Assignment by Permittee), if all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void, and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.

C. CONTINUOUS OPERATION: Permittee must have been in continuous operation in accordance with Section 4 (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its option.

7. PERMIT FEE.

A. BASE PERMIT FEE. Subject to the adjustments hereinafter set forth, Permittee agrees to pay Permitter, as Base Permit Fee for the Premises, the annual sum of Fifty-One Thousand Nine-Hundred and Thirty-Six AND 00/100 DOLLARS (\$51,936.00) payable in equal monthly installments of Four Thousand Three-Hundred and Twenty-Eight AND 00/100 DOLLARS (\$4,328.00) in advance on or before the first day of each and every calendar month ("Base Permit Fee"). Within ten (10) days after Permitter executes this Permit, Permittee shall pay to Permitter the Base Permit Fee for the first full month as well as the first partial month in the event Permitter executes the Permit on a day other than the first day of a month. All payments shall be delivered to Permitter at the following address, or such other address as Permitter shall designate in writing to Permittee:

Department of Public Works
Accounts Receivable
Permit No. 5243
555 County Center,
5th Floor
Redwood City, CA 94063

B. PRORATED PERMIT FEE. The Base Permit Fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of that calendar month.

C. BASE PERMIT FEE ADJUSTMENT. On each Adjustment Date, the Base Permit Fee for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Permit Fee for the permit year preceding such Adjustment Date. By definition herein, the first Anniversary Date shall occur on the first day of the first full month following the first twelve (12) months after the Effective Date of the Primary Term. By example, if the Effective Date of this Permit is July 14, 2017, the first Anniversary Date for the permit fee adjustment would be August 1, 2018, and annually thereafter on each August 1st throughout the Primary Term, or any extension thereof as provided in Section 6 herein (Renewal Term) of this Permit.

D. RENEWAL TERM FEE ADJUSTMENT. During the first year of the Renewal Term, if the option for the Renewal Term is validly exercised pursuant to Section 6, the Base Permit Fee shall be adjusted as set forth in Section 7C (Base Permit Fee Adjustment) or, at the election of Permitter delivered to Permittee in writing within thirty days of receipt of Permittee's notice provided pursuant to Section 6A (Renewal Term; Notice), shall be adjusted to then current fair market permit fees for like space.

Current fair market permit fees shall be established in accordance with the County's radio site equipment rates or any replacement schedule formulated by the County of San Mateo, provided, however, in no event shall the Base Permit Fee be reduced below the Base Permit Fee for the permit year prior to commencement of the Renewal Term. The Base Permit Fee for the initial year of the Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within sixty (60) days prior to the commencement date of the Renewal Term, the Base Permit Fee for the Renewal Term shall be the rate proposed by the Permitter provided, however, that Permittee may, at any time during the subsequent twelve months, terminate this Permit by giving Permitter thirty (30) days written notice. If Permittee does not, within such twelve-month period, deliver to Permitter written notice of termination, this Permit shall continue in full force and effect for the entire Renewal Term. All other terms and conditions hereof shall apply.

E. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permitter of the Base Permit Fee or other sums due under the provisions of this Permit will cause Permitter to incur costs not contemplated by this Permit, the

exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of the Base Permit Fee or of any sum due from Permittee is not received by Permittor or postmarked within five (5) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to five percent (5%) of the permit fee in effect at that time or Fifty Dollars (\$50.00), whichever is greater. A late charge shall be applied each month that the permit fee or any sum due is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit. Any Fee, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law (the "Interest Rate"). However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

8. TERMINATION.

A. BY PERMITTEE: Permittee shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permittor for any of the following reasons:

- i. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or
- ii. If, prior to operation, Permittee determines that the Premises is not appropriate for locating Permittee's communication facility for environmental and/or technological reasons including, but not limited to, signal interference.

B. BY PERMITTOR: Permittor shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permittee only for any of the following reasons:

- i. If Permittee's communication equipment causes interference with Permittor's communication equipment located on the Property and Permittee's communication equipment cannot be corrected, or
- ii. If Permittor determines that the Property or any portion thereof, including the Premises, has a more appropriate use including, but not limited to, any County or public use, or sale; or

- iii. If Permittee remains in default under Section 22 (Default; Remedies) of this Permit after the applicable cure periods.

If Permittor terminates this Permit under the provisions of the above Section 8(B)(ii), Permittor shall use commercially reasonable efforts in assisting Permittee in identifying a "Replacement Location" on the Property. In the event an adequate Replacement Location can be identified, Permittor and Permittee shall execute an amendment to this Permit modifying the description of the Premises and development and use conditions as necessary and appropriate, and this Permit shall remain in full force and effect. Permittee shall pay all relocation costs incidental to such substitution of the Premises. In the event that an adequate Replacement Location cannot be located, Permittee shall have the right to terminate this Permit upon at least ninety (90) days advance written notice to Permittor, and this Permit will terminate on the same terms and conditions as if it had expired at the end of the Term.

Upon termination as provided for under the terms of Section 8A (Termination by Permittee), or Section 8B (Termination By Permittor), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be specifically provided herein and except for Permittee's responsibility to remove all of Permittee's communications equipment from the Premises and restore the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

C. **DAMAGE/DESTRUCTION/CONDEMNATION.** In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation unless said damage was caused by the negligence or willful misconduct of the party issuing such notice. Permittee acknowledges that it has no property interest in the Premises and that Permittor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises, except for any relocation payments owing to Permittee under California law.

Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment and all personal property in accordance with Section 18 (Removal of Improvements) hereof.

9. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permittor under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may

be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permitter against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permitter represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property. Permitter further represents and warrants, to the best of Permitter's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Premises in violation of any applicable law.

10. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property ownership interest whatsoever.

11. ACCESS. Permittee acknowledges that the Property is an operating public facility. Permitter acknowledges that Permittee's equipment will operate on a twenty-four (24) hour a day, seven (7) days per week basis, and reasonable full time access is required. Permitter shall determine the allowable access route to the Premises, which shall be subject to modification by Permitter from time to time.

Subject to the provisions of Section 3 (Improvements and Installations) and Section 17 (Alterations or Additions) hereof, and subject to the allowable access route as determined by Permitter, Permittee may enter the Premises at any time without prior notice being given to Permitter for the maintenance and operation of Permittee's existing communications facilities.

County reserves for itself and any of its designated agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Permittee reasonable advance written or oral notice, to show the Premises to prospective Permittees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Permittee's use of the Premises, to repair, alter or improve any part of the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever County believes that emergency access is required. County shall have the right to use any means that it deems proper to open gates or doors in an emergency in order to obtain access to any part of the Premises, and any

such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Permittee from the Premises or any portion thereof.

12. CLAIMS. Permittee shall at all times indemnify and save Permitter harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or willful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

14. PERMITS. Permitter acknowledges that Permittee is obligated to contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permitter agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

15. MAINTENANCE. Permittee expressly agrees to maintain the Premises and Equipment at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permitter and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises. It is expressly understood that Permitter shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to Permittee's Premises.

16. UTILITIES. Permittee expressly agrees that Permittee shall be responsible for obtaining and providing any and all electrical and electronic communication services to the Premises required for Permittee's use, including, but not limited to, the cost to install, connect, maintain and operate said facilities. Permitter will cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by Permitter or the servicing utility, including signing any permit or other instrument reasonably required by the utility company. Said responsibility for all costs associated with utilities shall include the installation of a separate electrical meter, if applicable. Provided adequate capacity is available from Permitter's existing service, upon Permittee's written request, Permitter shall allow Permittee to install sub-metering equipment on Permitter's existing utility services. Permittee agrees to install, at Permittee's cost, the required equipment, meters and

connections and to make any other necessary modifications and will reimburse Permitter monthly for Permittee's use of utilities at a rate equal to Permitter's unit cost for the utilities. The specifications of such equipment shall be submitted to Permitter for written approval prior to installation, which approval shall not be unreasonably withheld.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Property, the Premises, or any part thereof, without the written consent of Permitter first had and obtained, except that Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permitter with similar equipment of substantially the same (or smaller) size and weight. Prior to any exchange or replacement of equipment, Permittee shall provide 30 days written notice to Permitter. Such notice shall include plans, specifications and information sufficient to verify the exchange or replacement qualifies as similar equipment of substantially the same (or smaller) size and weight. In the event Permitter consents to the making of any alterations, additions or improvements to the Premises and/or the Property by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Permit for any reason including, but not limited to, bankruptcy, Permittee shall immediately (and in no event later than seven (7) days after termination) remove from the Premises the Equipment and any other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permitter and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and any other possessions of Permittee pursuant to this Section, Permitter shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Permittee's expense, upon thirty (30) days advance written notice to Permittee. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs and any past due Base Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Base Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within sixty (60) days after removal from the Premises by Permitter shall be deemed abandoned by Permittee and shall become the property of Permitter without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. FIXTURES. Permitter covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises and/or Property or other real property owned by Permitter shall be or become, or be considered as being, affixed to, or a part of Permitter's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permitter to covenant and agree that

all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter, shall be and remain the property of the Permittee except as provided in Section 18 (Removal of Improvements) of this Permit. Permittee has the right to remove all Permittee's Equipment at its sole expense on or before the expiration or termination of this Permit. Permitter acknowledges that Permittee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Permittee's Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Permitter (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Permittee's Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any permit fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings, subject to the provisions of Section 18.

20. EQUIPMENT CONFLICT. Permittee agrees to use equipment of a type and frequency, which will not cause interference with communications equipment currently under the operation and control of Permitter or any other communications provider under an existing Permit with Permitter as of the Effective Date hereof. If the Permitter's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permitter's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permitter's sole discretion, except as provided below:

A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permitter or to any other occupant, Permittee, or any other user ("Existing User") of the Property whose equipment was located at the Property upon the earlier of: (i) the effective date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permitter is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permitter to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permitter's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permitter's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (30) days written Notice to Permitter and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.

B. After the date of this Permit, Permitter will not grant a permit to any other party for use of the Property or modify any existing agreement for use of the Property, or

change its use of the Property or permit an Existing User of the Property to make any changes to its use of the Property, if such use would in any way materially adversely affect or interfere with the operation of Permittee's communication equipment. If another occupant, tenant, permittee or other user or an Existing User of the Property makes such a change and causes uncorrected radio frequency and/or electrical interference with Permittee's communication equipment, Permittor will require the party causing such interference to either correct such interference or stop using the equipment that is causing the interference. If after thirty (30) days such interference has not been completely corrected to Permittee's reasonable satisfaction, Permittee will have the option to terminate this Permit.

C. Permittee shall not, subsequent to its initial installation of equipment, make any modification to its equipment or the use thereof during the Term that will cause radio frequency and/or electrical interference to the equipment of Permittor then in operation, nor to that of any other occupant, tenant, permittee or other user of the Property. Any such user in operation at the time of such modification or change in use shall be considered an Existing User as set forth in Section 20A above, and the provisions of that Section shall apply.

21. TAXES.

A. REAL PROPERTY TAXES. Permittor shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or use thereof during the term of this Permit.

B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.

C. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any Possessory Interest Tax imposed on its interest in the Premises and/or Property.

22. DEFAULT; REMEDIES

A. EVENTS OF DEFAULT. Any of the following shall constitute an event of default (the "Event of Default") by Permittee hereunder:

- i. A failure to comply with any covenant, condition or representation made under this Permit and such failure continues for fifteen (15) days after the date

of written notice by Permittor, provided that if it is not feasible to cure such default within such 15-day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such 15-day period and thereafter diligently pursues the same to completion within sixty (60) days after the receipt of notice of default from Permittor. Permittor shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by Permittee during such 12-month period shall constitute an Event of Default hereunder;

ii. A vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

iii. An appointment of a receiver to take possession of all or substantially all of the assets of Permittee, or an assignment by Permittee for the benefit of creditors, or any action taken or suffered by Permittee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

B. REMEDIES. Upon the occurrence of an Event of Default Permittor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

i. Permittor may terminate Permittee's right to possession of the Premises at any time by written notice to Permittee. Upon such termination in writing of Permittee's right to possession of the Premises, this Permit shall terminate and Permittor shall be entitled to recover damages from Permittee as provided in California Civil Code Section 1951.2 or any other applicable existing or future legal requirement providing for recovery of damages for such breach.

ii. Permittor may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit, including, but not limited to, the right to recover any fee as it becomes due.

iii. During the continuance of an Event of Default, Permittor may enter the Premises without terminating this Permit and remove all Permittee's Personal Property, Alterations and trade fixtures from the Premises and store them at Permittee's risk and expense. If Permittor removes such property from the Premises and stores it at Permittee's risk and expense, and if Permittee fails to pay the cost of such removal and storage after written demand therefore and/or to pay any fee then due, then after the property has been stored for a

period of thirty (30) days or more Permittor may sell such property at public or private sale, in the manner and at such times and places as Permittee deems commercially reasonable following reasonable notice to Permittee of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, any delinquent amount due under this Permit, and for attorneys' fees and other legal expenses incurred by Permittor in connection therewith.

Permittee hereby waives all claims for damages that may be caused by Permittor's re-entering and taking possession of the Premises or removing and storing Permittee's personal property pursuant to this Section, and Permittee shall indemnify, defend and hold Permittor harmless from and against any and all Claims resulting from any such act. No re-entry by Permittor shall constitute or be construed as a forcible entry by Permittor.

iv. Permittor may require Permittee to remove any and all Alterations from the Premises or, if Permittee fails to do so within ten (10) days after Permittor's request, Permittor may do so at Permittee's expense.

C. **PERMITTOR'S DEFAULT.** Permittor shall not be considered to be in default under this Permit unless:

i. Permittee has given written notice specifying the default; and

ii. Permittor has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within sixty (60) days.

This Permit may be terminated without further liability on thirty (30) days prior written notice by Permittee if Permittor does not cure a default as set forth herein.

23. LIABILITY; VANDALISM. Permittee agrees that Permittor shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. INDEMNIFICATION AND INSURANCE.

A. Permittee agrees to indemnify and save harmless Permittor and its officers and employees from all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever arising from this Permit or any actions of Permittee or its contractors related to, or in any way connected with, the Premises during the term of this Permit or any extension hereof, except to the extent such claims are caused by the intentional misconduct or

negligent acts or omissions of Permittor, its employees, contractors, servants or agents.

The duty of the Permittee to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code, except as provided herein or required by law.

B. Permittee, at no cost to the County, shall procure and keep in effect at all times during the Term insurance as follows:

i. Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability meeting the indemnification obligations herein, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU).

ii. Worker's Compensation Insurance with Employer's Liability Limits of not less than \$1,000,000 each accident.

iii. Business automobile liability insurance with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, as applicable, if Permittee uses automobiles in connection with its use of the Premises.

iv. Such other insurance as is generally required by commercial owners on properties similar in size, character, use and location as the Property, as may change from time to time.

C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the expiration or termination of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Permit, such claims shall be covered by such claims-made policies.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

E. All liability insurance policies, excluding workers compensation and employers' liability, shall provide the following:

- i. Include as additional insured the County of San Mateo, its officers, agents and employees.
- ii. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits.

F. Each insurance policy required pursuant to Section 24B(i). above shall be issued by an insurance company authorized in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.

G. All policies shall provide that insurers will endeavor to provide at least thirty (30) days' advance written notice to County of cancellation, except for nonpayment of premium, mailed to the address(es) for County set forth in the Basic Permit Information.

H. Permittee shall deliver to County certificates of insurance in form and from insurers satisfactory to County, evidencing the coverage required hereunder, on or before the Commencement Date and Permittee shall provide County with certificates or policies thereafter at least seven (7) days before the expiration dates of expiring policies. In the event Permittee shall fail to procure such insurance, County may procure, at its option, without waiving any rights or remedies which Permitter may have for Permittee's default hereunder, the same for the account of Permittee, and the reasonable cost thereof shall be paid to County within five (5) days after delivery to Permittee of bills therefore.

I. Upon County's request, Permittee and County shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the County of San Mateo is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Premises, then Permittee shall, at County's request, increase the amounts or coverage carried by Permittee to conform to such general commercial practice.

J. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's liability or any of Permittee's other obligations under this Permit.

K. Notwithstanding anything to the contrary in this Permit, if any of the required

insurance coverage lapses and is not immediately renewed nor replaced, County may elect, at its sole discretion, to terminate this Permit by delivering to Permittee five (5) days written notice of termination and, if so delivered, this Permit shall so terminate unless Permittee renews the insurance coverage within the five (5) day notice period.

24.1 PERMITTEE'S PERSONAL PROPERTY. Permittee shall be responsible, at no cost to the County, for Permittee's Personal Property.

24.2 COUNTY'S SELF INSURANCE. Permittee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third-party insurance with respect to the Property, the Premises or otherwise.

24.3 WAIVER OF SUBROGATION. Notwithstanding anything to the contrary contained herein, County, in the event the County does not self-insure, and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Property or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent (i) such loss or damage is actually recovered from valid and collectible insurance covering the Waiving Party, and (ii) the Waiving Party's insurance carrier agrees to its written waiver of right to recover such loss or damage.

25. ENTRY BY PERMITTOR/PERMITTEE.

A. BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permittor prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 11 (Access) and Section 14 (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permittor for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

B. BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, without abatement of permit fee, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files. Permittor's right to enter the Premises is subject to: (a)

Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee being present during each and any entry to the Premises.

C. **EMERGENCY - BY PERMITTOR.** Other provisions of this Section notwithstanding, in the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by any said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

26. HOLDING OVER. In the event that Permittee, with or without Permittor's written consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permittor a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permittor or Permittee by the giving of thirty (30) days' written notice to the other. Nothing in this Section is to be construed as consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

27. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid or have legal effect unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code.

28. NOTICE. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Permittor:

County of San Mateo
County Manager's Office
Real Property Division
555 County Center, 4th Floor
Redwood City, CA 94063

Permittee:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. SF03106A

The address to which any notice or demand may be given to either party may be changed by thirty (30) day prior written notice.

29. ASSIGNMENT BY PERMITTEE. Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permitter's prior written consent. Any assignment or encumbrance without Permitter's consent shall be voidable and, at Permitter's election, shall constitute a default, subject to any applicable cure periods. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section.

30. CONSENT. Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits constitute the entire agreement between Permitter and Permittee; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permitter and Permittee. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

32. PROCESSING FEE. Permitter shall require a processing fee from Permittee, to reimburse the County for its costs associated with the review of any request from Permittee.

33. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises

by Permittee shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

34. LIENS.

A. Permittee shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.

B. If any lien is filed against the Property as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Permitter within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of Permitter, Permitter may, at Permitter's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permitter provided that such methods are specified in writing by Permitter to Permittee.

D. Permittee must pay on demand any amount paid by Permitter for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Permitter incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

35. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that on April 18, 2006, the County of San Mateo modified its Ordinance Code, adopting Section 4.96.040, which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

36. NON-DISCRIMINATION

A. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status,

or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. Permittee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. Permittee's equal employment policies shall be made available to Permittor upon request.

D. With respect to the provision of employee benefits, Permittee shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

37. GENERAL PROVISIONS.

A. COMPLIANCE WITH LAW. Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permittor be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permittor and Permittee.

B. RULES AND REGULATIONS. Permittee shall faithfully observe and comply with the rules and regulations that Permittor shall from time to time promulgate. Permittor reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permittor shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

C. AUTHORITY OF PARTIES.

i. Corporate Authority. If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of

directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.

ii. Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

D. WAIVER. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by Permitter shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted, regardless of Permitter's knowledge of such preceding breach at the time of the acceptance of such permit fee.

E. JOINT OBLIGATION. "Party" shall mean Permitter or Permittee; and if there be more than one Permittee or Permitter, the obligations hereunder imposed upon Permittees or Permitters shall be joint and several.

F. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

G. RECORDATION. Neither Permitter nor Permittee shall record this Permit.

H. QUIET POSSESSION. Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

I. INABILITY TO PERFORM. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permitter is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permitter.

J. NEGATION OF PARTNERSHIP. Permitter shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

K. SALE OR TRANSFER OF PREMISES. In the event of any sale or transfer of the Premises, Permittor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permittor under this Permit.

L. NAME. Permittee shall not use the name of the Premises or of the development, Property or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

M. SEVERABILITY. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

N. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

O. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permittor's prior written consent.

P. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

Q. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

R. PAYMENTS IN U.S. MONEY. Base Permit fee and all sums payable under this Permit must be paid in lawful money of the United States of America.

S. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.

T. CHOICE OF LAW. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

U. VENUE. The venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in State Court of the County of San Mateo.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, Permitter and Permittee have executed this Permit as of the date and year first above written.

Date 2/28/2022

T-Mobile Legal Approval By:

Lois Duman



TMO Signatory Level: L04/L05

PERMITTEE:

T-MOBILE WEST, LLC,
a Delaware limited liability company

DocuSigned by:

Nikhil Patlolla

9E34A2A43B564C7

By: _____

Nikhil Patlolla

Name: _____

Title: Sr Director, Network Engineering & Operations

PERMITTOR:

COUNTY OF SAN MATEO,
a Political Subdivision of the State of California

Date _____

By _____

Don Horsley

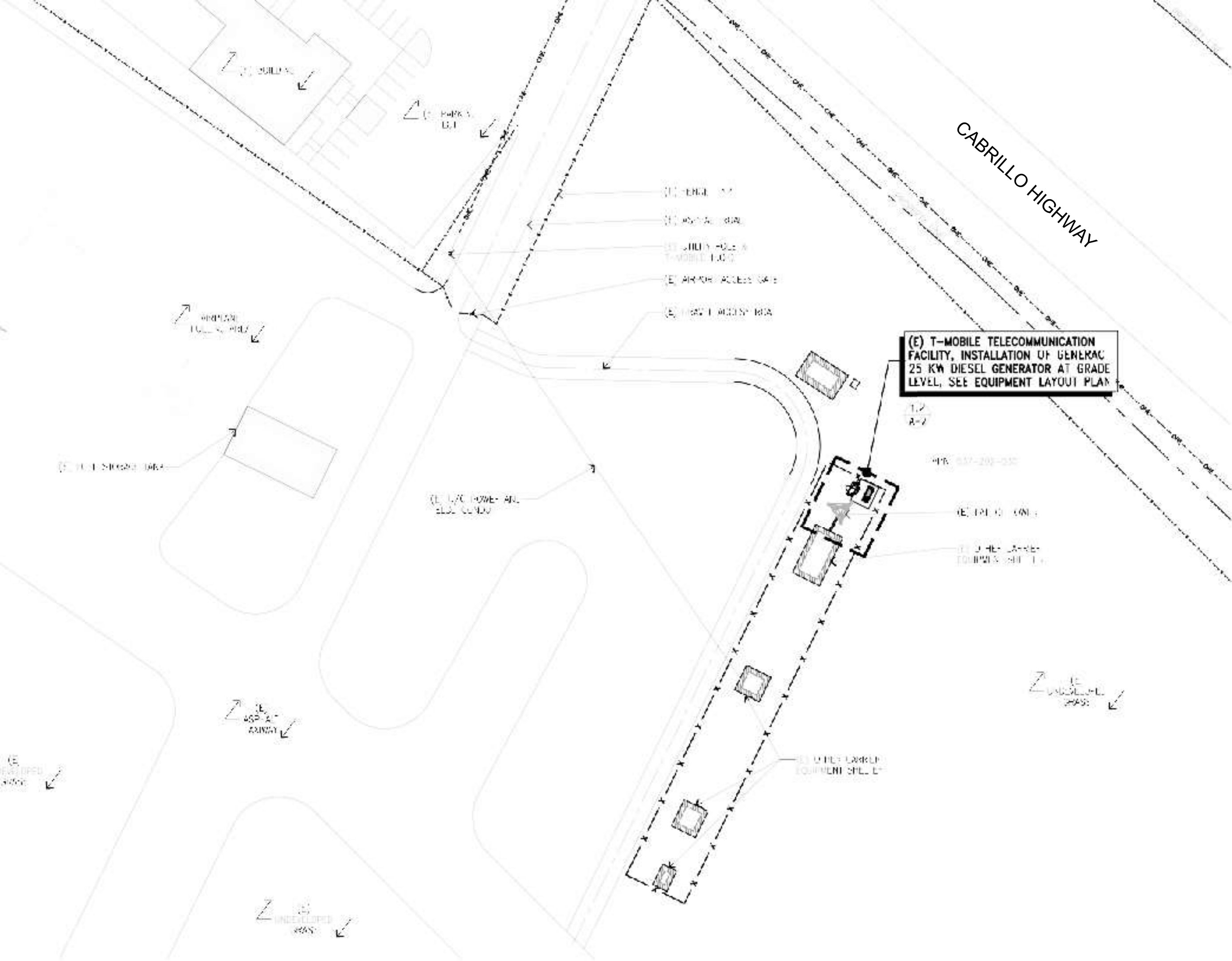
President, Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

EXHIBIT A
PROPERTY MAP
(see attached)



(E) T-MOBILE TELECOMMUNICATION FACILITY, INSTALLATION OF GENERAC 25 KW DIESEL GENERATOR AT GRADE LEVEL, SEE EQUIPMENT LAYOUT PLAN

PROJECT

(HARDEN)

SF10

CURRENT

ISSUED FOR

C

REV.:

A	08
B	12
C	12
D	01
E	03
F	04
G	05

PLANS FOR

a division of

CONSULTANT

a division of

DRAWN BY

V

LICENSURE

SHEET 11

O



EXHIBIT B
SITE PLAN/CONSTRUCTION DRAWINGS
(see attached)

HALF M. B. AIRPORT COUNTY: SAN MATEO
E TOWER JURISDICTION: SAN MATEO

CONSULTING TEAM

ING/PERMITTING:

A DIVISION OF
ENGINEERS, LLC
UGHLIN ROAD, SUITE 101
A, CA 95403
LYNDA McCLUNG
(714) 328-3385
lmclung@synergy.cc

ARCHITECTURAL/ENGINEERING:

SYNERGY A DIVISION OF
ADVANTAGE ENGINEERS, LLC.
7543 WOODLEY AVENUE
VAN NUYS, CA 91406
CONTACT: ADAM BRONNENKANT, P.E.
PHONE: (818) 840-0808
FAX: (818) 840-0708

STRUCTURAL ENGINEERING:

SYNERGY A DIVISION OF
ADVANTAGE ENGINEERS, LLC.
7543 WOODLEY AVENUE
VAN NUYS, CA 91406
CONTACT: ADAM BRONNENKANT, P.E.
PHONE: (818) 840-0808
FAX: (818) 840-0708

LATITUDE / LONGITUDE

37° 30' 47.973" N
122° 29' 37.8888" W

LAT: 37.513326°
LONG: -122.493858°

UTILITY PURVEYOR

TELCO:
COMPANY:

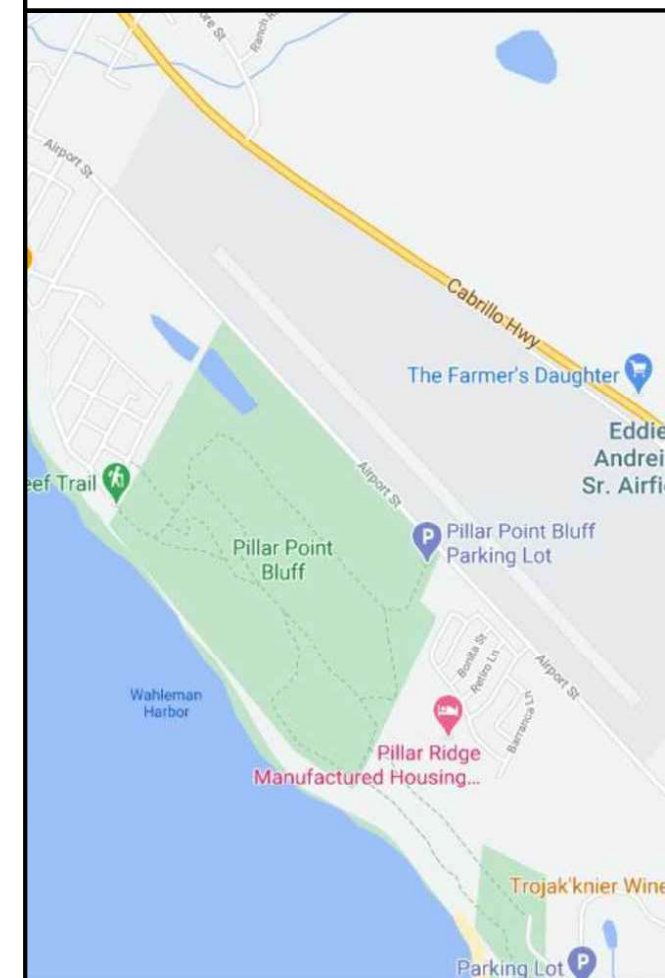
APPROVAL

WING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND
 THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED
 L CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE
 LDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY

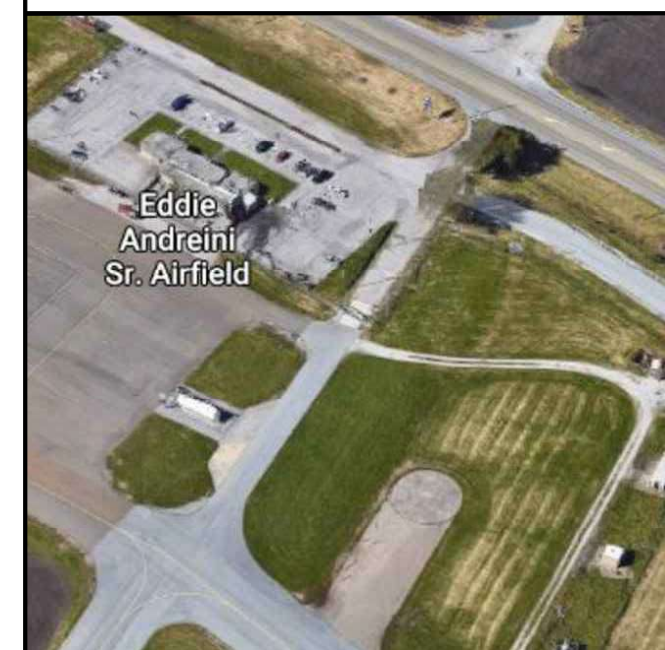
DRAWING INDEX

[illegible]

GENERAL LOC



VICINITY



CHANGES, REVISIONS, ADDENDUMS, OR CHANGE ORDERS. THE CONTRACTOR SHALL FORWARD THE AS-BUILT DRAWINGS TO THE ARCHITECT/ENGINEER AND THE LANDLORD/LESSOR AT THE CONCLUSION OF THE PROJECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE FROM THE START TO THE COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE SITE AT ALL TIMES FOR THE LANDLORD/LESSOR PERSONNEL.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY POWER, WATER AND SANITARY FACILITIES.

ALL CONSTRUCTION PHASES OF THE PROJECT SHALL CONFORM TO THE CURRENT BUILDING CODES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY ORDINANCES AND REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE OR DIRECT IN ANY DIRECTION AS TO SAFETY PRECAUTIONS AND PROGRAMS.

THE CONTRACTOR SHALL SUPERVISE AND COORDINATE ALL WORK, USING PROFESSIONAL JUDGEMENT AND SKILLS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, SEQUENCING AND SCHEDULING ALL PORTIONS OF THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS, INSURANCE AND/OR INSPECTIONS TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR THE REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT AND MAKE FINAL PAYMENT OF THE SAID DOCUMENT.

PERMITS SHALL TAKE PRECEDENCE OVER SCALE UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHALL APPROVED MATERIALS TO PREVENT PENETRATIONS THROUGH THE FIRE RATE ASSEMBLIES.

ALL NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, MATERIAL AND PAINT COLOR EXCEPT AS NOTED IN THE PLANS.

IF NOT SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AND REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.

ALL GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE FOLLOWED UNDER CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.

ALL DEBRIS AND REFUSE IS TO BE REMOVED FROM THE PROJECT DAILY. PREMISES SHALL BE LEFT IN A CLEAN/SWEPT CONDITION AT ALL TIMES.

ALL SYMBOLS AND ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR EXACT MEANING THE ARCHITECT/ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS.

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES AND SEQUENCING OF PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

ALL BIDDERS SHALL BID WALK THE PROJECT TO ASCERTAIN CONDITIONS WHICH MAY AFFECT THE WORK OR COST THEREOF.

THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, THE DIMENSIONS, ELEVATIONS, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW WORK TO THE EXISTING WORK. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR THE FABRICATION AND ERECTION OF STRUCTURAL MEMBERS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY THE SUBCONTRACTOR(S).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING

AND REMAINING UTILITIES. ADEQUATE DRAINAGE SHALL BE PROVIDED SUCH THAT NO PONDING OCCURS.

- ALL FOUNDATION FOOTINGS SHALL EXTEND INTO AND BEAR AGAINST NATURAL UNDISTURBED SOIL OR APPROVED COMPACTED FILL. FOOTINGS SHALL EXTEND INTO SOIL TO A MINIMUM DEPTH AS INDICATED IN PLANS.
- IF SHOULD ANY LOOSE FILL, EXPANSIVE SOIL, GROUND WATER OR ANY OTHER UNEXPECTED CONDITIONS BE ENCOUNTERED DURING THE EXCAVATION FOR THE NEW FOUNDATION, THE ARCHITECT/ENGINEER SHALL BE NOTIFIED AND ALL FOUNDATION WORK SHALL CEASE IMMEDIATELY.
- WITHIN AN AREA A MINIMUM OF 5 FEET BEYOND THE BUILDING LIMITS, EXCAVATE A MINIMUM OF 4 INCHES OF EXISTING SOIL. REMOVE ALL ORGANICS, PAVEMENT, ROOTS, DEBRIS AND OTHERWISE UNSUITABLE MATERIAL.
- THE SURFACE OF THE EXPOSED SUBGRADE SHALL BE INSPECTED BY PROBING OR TESTING TO CHECK FOR POCKETS OF SOFT OR UNSUITABLE MATERIAL. EXCAVATE UNSUITABLE SOIL AS DIRECTED BY THE GEOTECHNICAL ENGINEER/TESTING AGENCY.
- PROOF ROLL THE SURFACE OF THE EXPOSED SUBGRADE WITH A LOADED TANDEM AXLE DUMP TRUCK. REMOVE ALL SOILS WHICH PUMP OR DO NOT COMPACT PROPERLY AS DIRECTED BY THE GEOTECHNICAL ENGINEER/TESTING AGENCY.
- FILL ALL EXCAVATED AREAS WITH APPROVED CONTROLLED FILL. PLACE IN 8 INCHES LIFT AND THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698. COMPACT TO A MINIMUM OF 90% RELATIVE COMPACTION
- ANY STRUCTURAL DRAWINGS HERE IN REPRESENT THE FINISHED STRUCTURE. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY GUYING AND BRACING REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL ALL STRUCTURAL WORK AND CONNECTIONS HAVE BEEN COMPLETED. THE INVESTIGATION, DESIGN, SAFETY, ADEQUACY AND INSPECTION OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE ARCHITECT/ENGINEER IS NOT RESPONSIBLE FOR COMPLICATIONS, DAMAGES, INJURY, OR DEATH ARISING OUT OF ANY KIND OF NEGLIGENCE PRIOR TO COMPLETION OF THE FINISHED STRUCTURE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW OR EXISTING SURFACES, STRUCTURES OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGED AREAS.
- WHEN REQUIRED STORAGE OF MATERIALS OCCURS, MATERIAL SHALL BE EVENLY DISTRIBUTED OVER THE FLOOR OR ROOF SO AS NOT TO EXCEED THE DESIGNED LIVE LOADS FOR THE STRUCTURE. TEMPORARY SHORING OR BRACING SHALL BE PROVIDED WHERE THE STRUCTURE OR SOIL HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONDITIONS PRESENT.
- PRIOR TO PROCEEDING WITH ANY WORK WITHIN AN EXISTING FACILITY, THE CONTRACTOR SHALL BE FAMILIAR HIMSELF WITH EXISTING STRUCTURAL AND OTHER CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY BRACING, SHORING AND OTHER SAFEGUARDS TO MAINTAIN ALL PARTS OF THE EXISTING WORK IN A SAFE CONDITION DURING THE PROCESS OF DEMOLITION AND CONSTRUCTION AND TO PROTECT FROM DAMAGE THOSE PORTIONS OF THE EXISTING WORK WHICH ARE TO REMAIN.

SHOP DRAWING REVIEW

- REVIEW BY THE ARCHITECT/ENGINEER IS FOR GENERAL COMPLIANCE WITH THE DESIGN CONCEPT AND THE CONTRACT DOCUMENTS. MARKINGS OR COMMENTS SHALL NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM COMPLIANCE WITH THE PROJECT PLANS AND SPECIFICATIONS, NOR DEPARTURES THERE FROM. THE CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY, FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS. FOR SELECTION FABRICATION PROCESSES.

IN ACCORDANCE WITH T-MOBILE WIRELESS

- ANTENNA CONDUIT SHALL INCLUDE PROVISIONS FOR CHANGES IN DIRECTION. SWEEP RADIUS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S MINIMUM BENDING RADIUS.
- ALL UNDERGROUND CONDUIT SHALL BE PROTECTED ABOVE GRADE LEVEL. EXPOSED CONDUIT PROTECTED IN A 2" MINIMUM THICKNESS, STABILIZED, PAINTED, SCHEDULE 80 PIPE.
- IN HIGH TRAFFIC AREAS OR WHERE EXPOSED CONDUIT IS REQUIRED, PROVIDE FORMED 14 GA GALVANIZED SHEET METAL PROTECTIVE WALLS WHERE CABLE IS RUN ON THE WALL, 14 GA GALVANIZED FORMED SHEET METAL PROTECTIVE WALLS. WIRELESS PROJECT MANAGER.
- VERIFY ROUTE AND LENGTH OF CABLE RUNS. CABLE RUNS SHALL BE REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND FACILITIES.
- MAXIMUM LENGTH OF 7/8 INCH COAXIAL CABLE SHALL BE 150 FEET. COAXIAL CABLE OF 1-5/8 INCH COAXIAL CABLE SHALL BE 100 FEET.
- VERIFY MODEL NUMBERS OF ANTENNAS.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY DOCUMENTATION TO THE CELL CARRIER.
- INSTALL EMBOSSED ALUMINUM IDENTIFICATION MARKINGS ON ALL CABLE RUNS, ALONG WITH THE END OF THE PLINTH SECTION OF THE BTS UNIT.

8. APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING ENAMEL COAT ON FLAT SURFACES. APPLY MATERIAL TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED.
9. APPLY BLOCK FILTER TO CONCRETE BLOCK CONSTRUCTION AT A RATE TO ENSURE COMPLETE COVERAGE WITH PORES COMPLETELY FILLED.
10. CONTRACTOR SHALL CORRECT RUNS, SAGS, MISSES AND OTHER DEFECTS INCLUDING INADEQUATE COVERAGE AS DIRECTED BY THE T-MOBILE WIRELESS CONSTRUCTION MANAGER. REPAINT AS NECESSARY TO ACHIEVE SURFACES WHICH ARE SMOOTH, EVENLY COATED WITH UNIFORM SHEEN AND FREE FROM BLEMISHES.

B. PAINTING SCOPE

1. PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW WITH THE COATING SYSTEM INDICATED.

PAINTING SCOPE				
SURFACE TO BE PAINTED	COATING SYSTEM	PAINT	DO NOT PAINT	N/A
BTS UNIT				
ALL EQUIPMENT & CABINETS OTHER THAN THE BTS UNIT				
ANTENNA COVERS, TILT BRACKETS, MOUNTING BRACKETS AND ASSOCIATED HARDWARE, CABLE AND CABLE COVERS EXPOSED TO VIEW, EXPOSED CONDUIT AND HANGERS, ETC.				
FLASHING UNITS, METAL TRIM AND OTHER METAL SURFACES				
STUCCO, CONCRETE BLOCK AND CEMENTIOUS TYPE FINISH SYSTEMS.				
PLYWOOD, LUMBER AND WOOD TRIM INCLUDING THE BACK SIDE OF ALL SCREEN WALLS				
DRYWALL				
CONCRETE POLES				
METAL POLES AND METAL POLE STAND-OFF				

C. COATING SYSTEM SPECIFICATIONS

1. DTM ACRYLIC COATING (SERIES B66) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO (2) COATS OVER DTM BONDING PRIMER (B66A50).
2. 100% ACRYLIC, LATEX COATING EQUIVALENT TO A-100 (SERIES A-82) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO (2) COATS OVER SPECIFIED PRIMER PAINT & PRIMER.

PRIMER – DTM WASH PRIMER, B71Y1
TOPCOAT – TWO (2) COATS COROTHANE II POLYURETHANE

PRE-PRIMED STEEL
TOUCH UP ANY RUST OR UN-PRIMED STEEL WITH KEM BOND F

ALUMINUM AND COPPER
PRIMER – DTM WASH PRIMER, B71Y1
TOPCOAT – TWO (2) COATS COROTHANE II POLYURETHANE

CONCRETE MASONRY
PRIMER – PRO MAR EXTERIOR BLOCK FILLER
TOPCOAT – TWO (2) COATS A-100 LATEX HOUSE & TRIM

CONCRETE STUCCO (EXISTING)
TWO (2) COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH

STUCCO
PRIMER – PRO MAR MASONRY CONDITIONER B-46-W210
TOPCOAT – SUPERPAINT A-80 SERIES A-89 SATIN A-84

WOOD
PRIMER – A-100 EXTERIOR ALKYD WOOD PRIMER Y-24V
TOPCOAT – TWO (2) COATS A-100 LATEX HOUSE & TRIM

FIELD CUTS/DAMAGE (PRIOR TO PRIME & PAINT)
FIRST & SECOND COAT – CUPRINOL CLEAR WOOD PRESERVATIVE
FINISHED CLU-LAMS SHALL BE CAULKED WITH "SIKAFLEX" SEALA

STEEL TOUCH UP
STEEL THAT HAS BEEN WELDED, CUT OR SCRATCHED IN THE FIE
GALVANIZED PAINT

ANCHORAGE TO CONCRETE.

ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE
G APPROVAL CODES:

SIMPSON SET-XP EPOXY ANCHORS, INSTALLATION SHALL BE IN
RDANCE WITH ICC-ES ESR-2508 FOR ANCHORAGE TO CONCRETE,
O UES ER-265 FOR ANCHORAGE TO MASONRY.
HILTI HIT-HY 200 EPOXY ANCHORS, INSTALLATION SHALL BE IN
RDANCE WITH ICC ESR-3187 FOR ANCHORAGE TO CONCRETE.

MINIMUM OF 72 HOURS AFTER NEW CONCRETE IS PLACED PRIOR TO
MECHANICAL OR ADHESIVE ANCHORS. ALL MECHANICAL/ADHESIVE
REQUIRE SPECIAL STRUCTURAL INSPECTION PER THE BUILDING CODE.

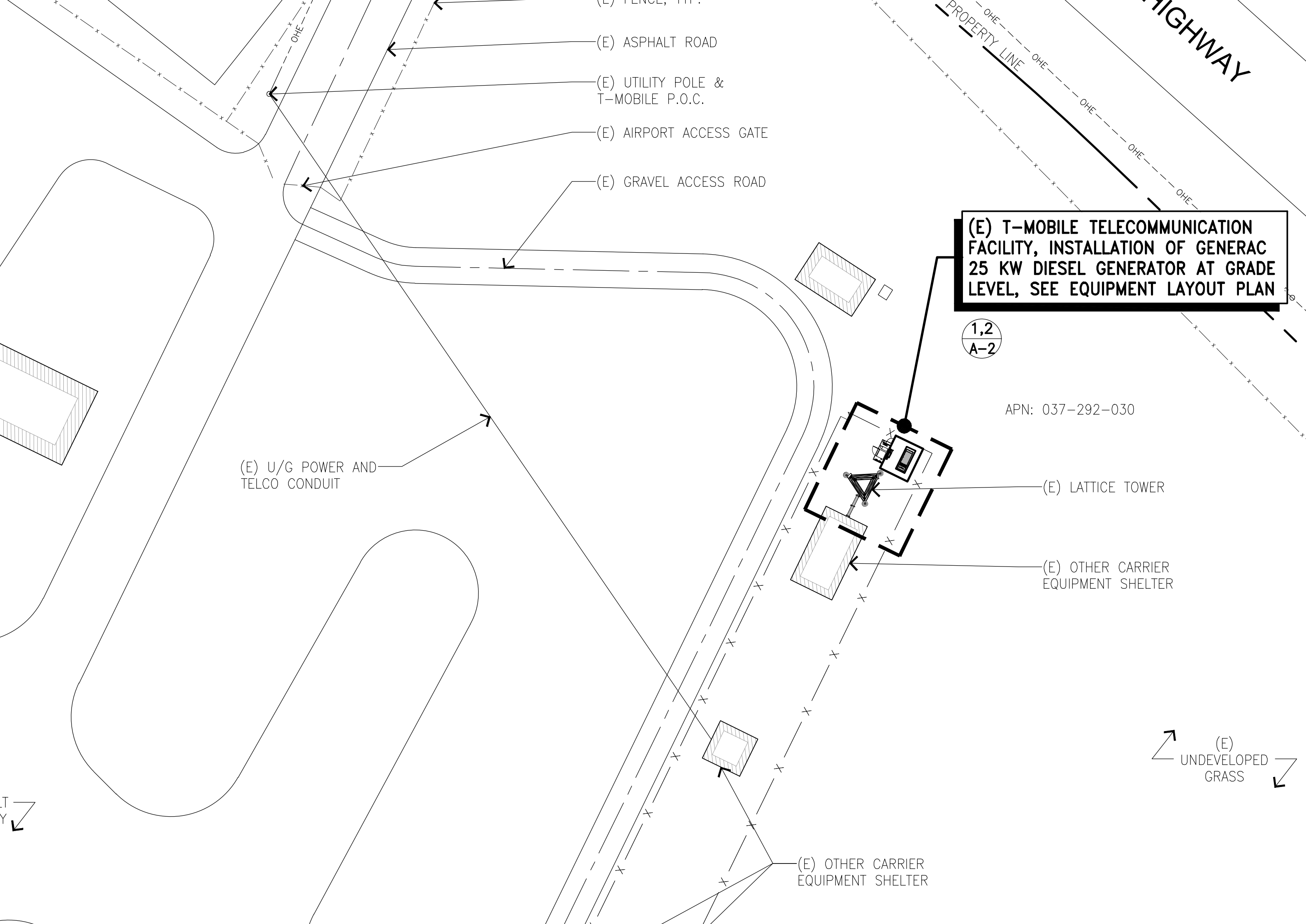
STRUCTURAL INSPECTION – STRUCTURAL ONLY

STRUCTURAL INSPECTION IS TO BE PROVIDED FOR THE ITEMS LISTED
N ADDITION TO THE INSPECTIONS CONDUCTED BY THE BUILDING
ION. SPECIAL STRUCTURAL INSPECTION IS REQUIRED FOR THE
G:

IFICATION AND ECTION	INSPECTION TYPE		REFERENCE STANDARD
	CONTINUOUS	PERIODIC	

CONSTRUCTION			
ING			
FLOOR AND ROOF			AWS D1.3
WELDS			
REINFORCING STEEL			AWS D1.4, ACI 318
STRUCTURAL STEEL			
STRENGTH BOLTING	X		AISC 360-16, 2014 RCSC
CONSTRUCTION			
FORCING STEEL			ACI 318
-INSTALLED ANCHORS	X		ACI 318
OF REQUIRED DESIGN MIX			ACI 318
CONSTRUCTION			TMS 402 AND 602/ ACI 530
FORCING STEEL			
T PLACEMENT			
OUTS PRIOR TO CLOSURE			
-INSTALLED ANCHORS			

SIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED TO BE CERTAIN
CONFORMS TO THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS.
SIAL INSPECTOR IS NOT AUTHORIZED TO APPROVE DEVIATIONS FROM
GN DRAWINGS OR SPECIFICATIONS AND ALL DEVIATIONS MUST BE
D BY THE ENGINEER OF RECORD PRIOR TO PROCEEDING WITH THE
ALL REQUESTS FOR DEVIATIONS SHALL BE INITIATED BY THE
OR VIA A WRITTEN REQUEST FOR INFORMATION



(E) FENCE, TYP.

(E) ASPHALT ROAD

(E) UTILITY POLE &
T-MOBILE P.O.C.

(E) AIRPORT ACCESS GATE

(E) GRAVEL ACCESS ROAD

**(E) T-MOBILE TELECOMMUNICATION
FACILITY, INSTALLATION OF GENERAC
25 KW DIESEL GENERATOR AT GRADE
LEVEL, SEE EQUIPMENT LAYOUT PLAN**

1,2
A-2

APN: 037-292-030

(E) U/G POWER AND
TELCO CONDUIT

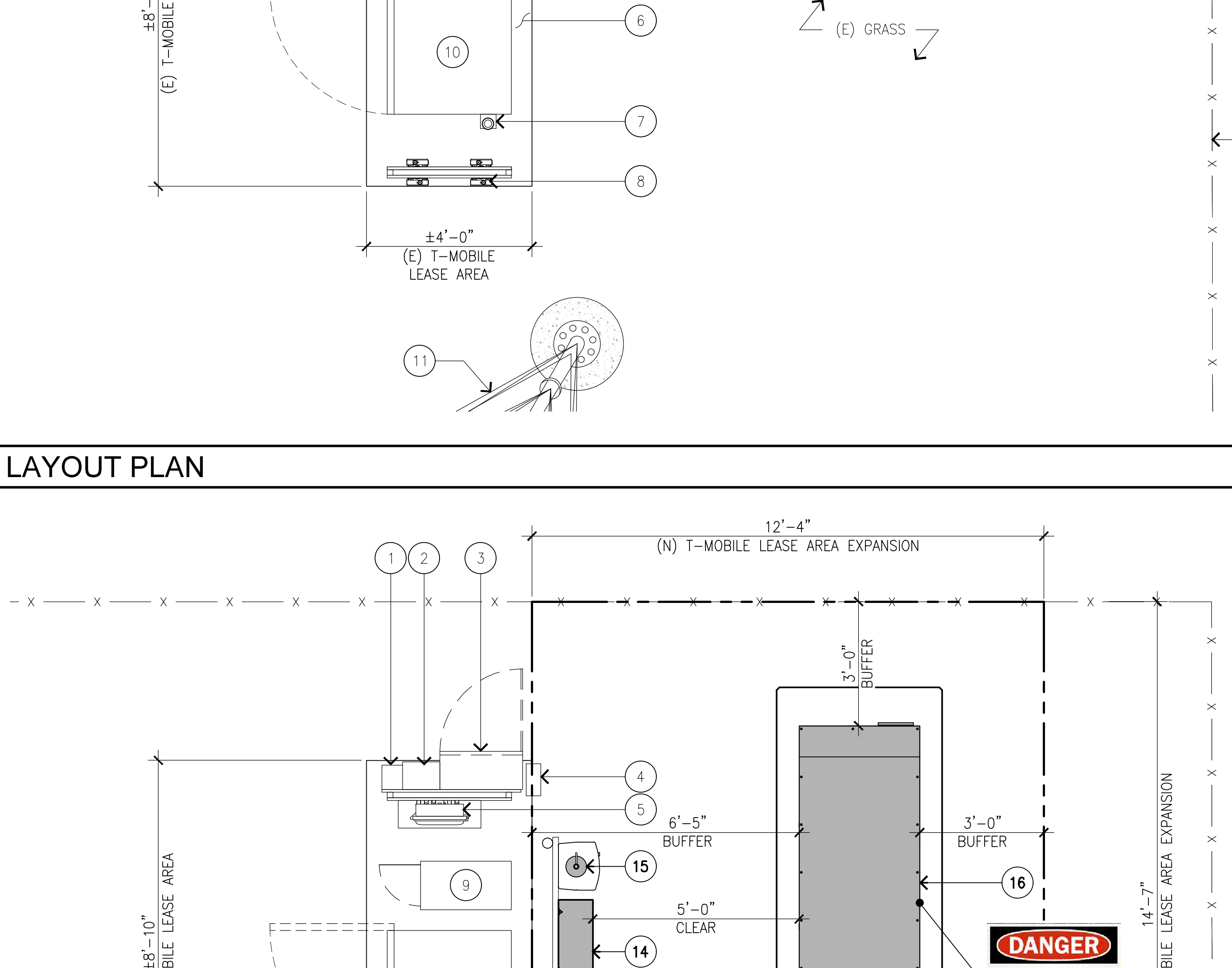
(E) LATTICE TOWER

(E) OTHER CARRIER
EQUIPMENT SHELTER

(E)
UNDEVELOPED
GRASS

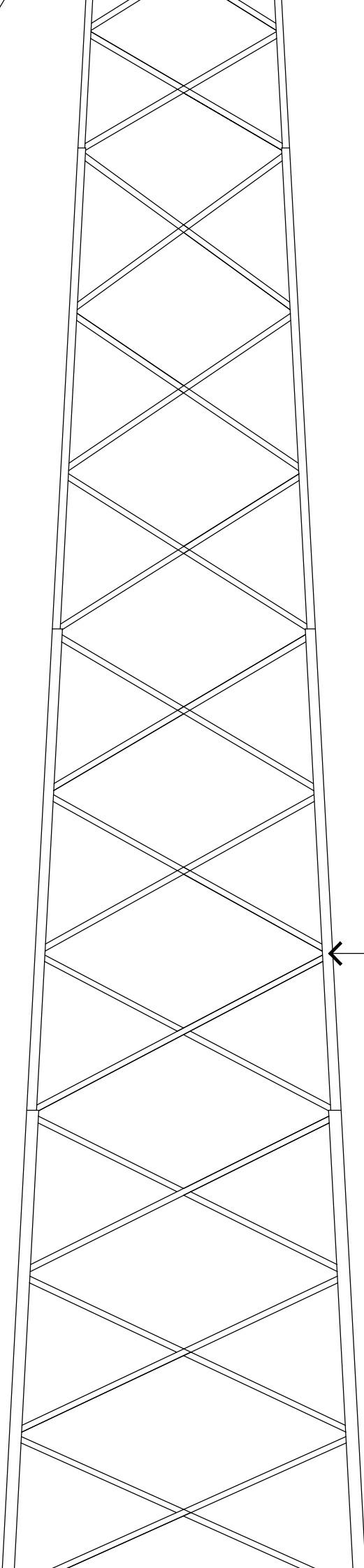
(E) OTHER CARRIER
EQUIPMENT SHELTER

EQUIPMENT LAYOUT PLAN



T-MOBILE RADIO 4415 B66A,
(1) PER SECTOR, (2) TOTAL,
UNDER SEPARATE PERMIT

T-MOBILE RADIO 4424 B25,
(1) PER SECTOR, (2) TOTAL,
UNDER SEPARATE PERMIT



← (E) LATTICE TOWER

±69' -0"
RAD CENTER OF (E) T-MOBILE PANEL ANTENNAS

±71' -0"
TOP OF (E) T-MOBILE PANEL ANTENNAS

±81' -6"
TOP OF (E) LATTICE TOWER


SECTOR	A1	L600/ N600/ L2100 /G1900	310°	±69’-0”	COMMSCOPE	FFHH-65A-R3	48.189”	COMMSCOPE STYLE 4 -ETM19V2S12UB ERICSSON AWS/PCS - KRF 102267/1	7/8” COAX
									JUMPER 8 FT SUREFLEX 4
SECTOR 'B'	B1	L700/ L600/ N600/ L700/ L600/ N600/ L2100 /G1900	90°	±69’-0”	COMMSCOPE	FFHH-65A-R3	48.189”	RADIO 4449 B71+B85 COMMSCOPE STYLE 4 -ETM19V2S12UB ERICSSON AWS/PCS - KRF 102267/1	FIBER JUMPER
									COAX JUMPER
									7/8” COAX
									JUMPER 8 FT SUREFLEX 4

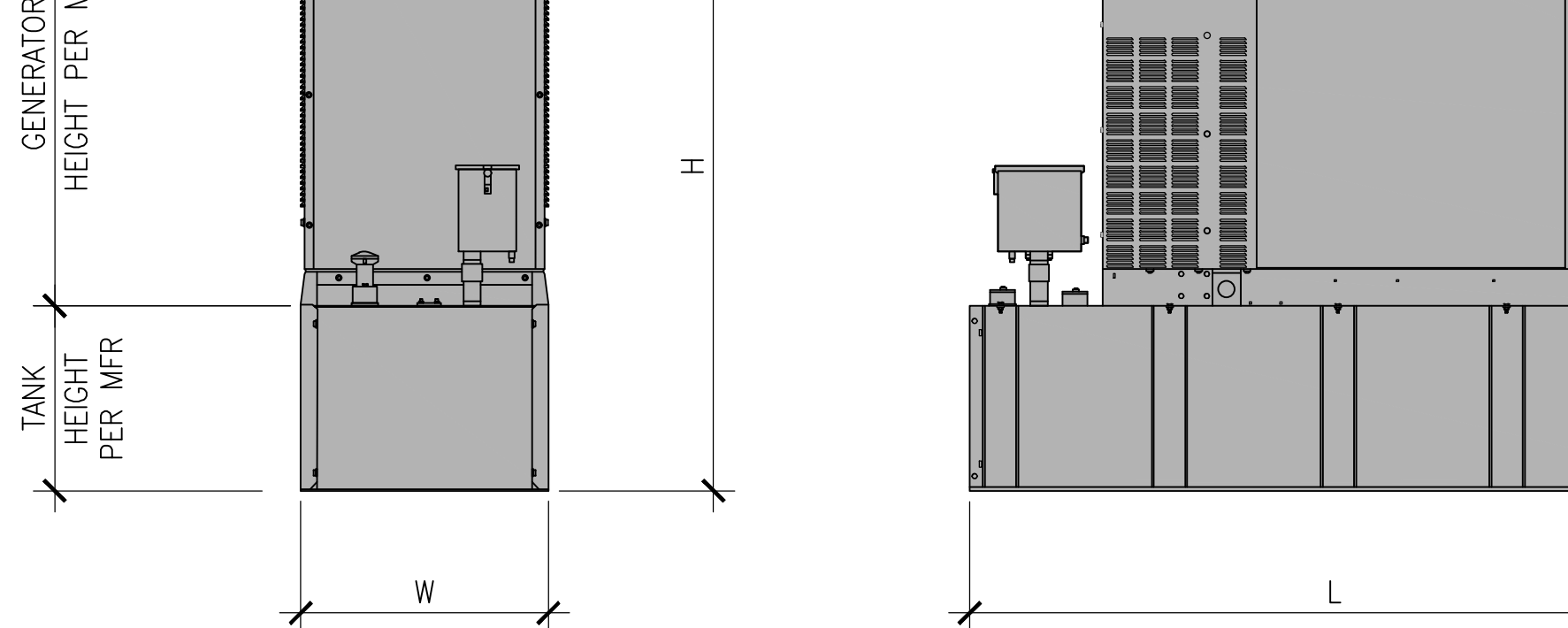
(E) RF ANTENNA SCHEDULE

NEW ANTENNA SCHEDULE									
	POS	TECHNOLOGY	AZIMUTH (°)	RAD CENTER	MAKE	ANTENNA MODEL	HEIGHT (in)	RRU/TMA MODELS	CABLE TYPE
TOR 'A'	A1	L700/ L600/ N600/ L700/ L600/ N600/ L2100 /G1900/	310°	±69’-0”	COMMSCOPE	FFHH-65A-R3	48.189”	RADIO 4449 B71+B85 COMMSCOPE-SDX1926Q-43 (E14F05P86) RADIO 4424 B25	FIBER JUMPER
									COAX JUMPER
									JUMPER 3 FT SUREFLEX 4.3
									JUMPER 10 FT SUREFLEX 4.3

1 A-A

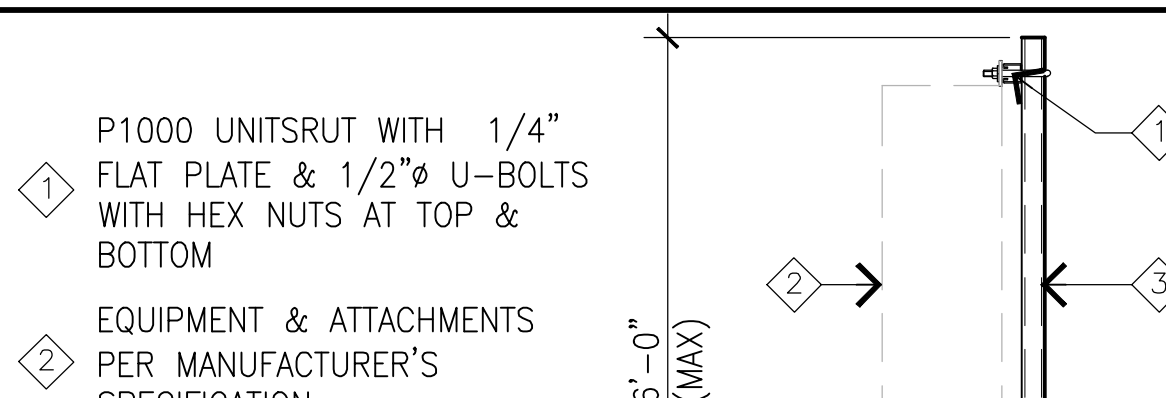


SPECIFIED: MILLIMETERS		FINISH:		DEBUR AND BREAK SHARP EDGES		<div></div> <div>FSP HOLDINGS Pty Ltd</div> <div>FSP OF THIS DRAWING REMAINS THE SOLE PROPERTY OF FSP HOLDINGS PTY LTD UNLESS OTHERWISE ASSIGNED IN WRITING. THIS DOCUMENT CAN NOT BE USED OR SHARED WITHOUT THE WRITTEN CONSENT OF FSP HOLDINGS PTY LTD.</div>	
SIGNATURE		DATE				TITLE:	
						CFE900 Latest Revision from Tony Meng 11-05-2017	
						DWG NO.	
						CFE900-BM	
						A3	
						MATERIAL:	
						DWG NO.	
						CFE900-BM	
						A3	
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MECHANICAL SPECIFICATIONS		
DIMENSIONS – L x W x H	MM (IN)	103.4 x 35.0 x 91.7
SOUND OUTPUT AT 23ft	dB (A)	65
ELECTRICAL SPECIFICATIONS		
SYSTEM VOLTAGE	VOLT	12 VDC
BATTERY CHARGE ALTERNATOR		STANDARD
BATTERY SIZE		GROUP 27F
BATTERY VOLTAGE	VDC	12VDC
GROUND POLARITY		NEGATIVE
OPERATION DATA		
POWER RATINGS	°C (°F)	SINGLE-PHASE 120/240 V @0.4pf, STANDBY 20A CIRCUIT BREAKER SIZE AMPS: 15
MOTOR STARTING CAPABILITIES	sKVA	120/240 V, SINGLE-PHASE AT 0.4pf
RATED ENGINE SPEED	rpm	1,800 STANDBY

4 | GENERAC RD025 GENERATOR 25kW - DIESEL



5/8"Ø HILTI KWIK BOLT TZ2 EXPAN
ANCHOR (ICC ESR-4266) WITH 4"
EMBEDMENT. SEE GSN FOR ADDITIO
INFORMATION. CONTRACTOR
TO COORDINATE WITH MANUFACTUR
SPECS FOR EXACT LOCATION.

CONTROL SYSTEM



Evolution™ Controller

- Two-Line Plain Text LCD Display
- Programmable Start Delay Between 10-30Seconds
- 10 Second Engine Start Sequence
- 5 Second Engine Warm Up
- 1 Minute Engine Cool-Down
- Starter Lock-Out
- Smart Battery Charger
- Automatic Voltage Regulation with Over and Under Protection
- Automatic Low Oil Pressure Shutdown
- Overspeed Shutdown
- High Temperature Shutdown
- Overcrank Protection
- Safety Fused
- Failure to Transfer Protection
- Low Battery Protection
- 50 Event Run Log
- Future Set Capable Exerciser
- Incorrect Wiring Protection
- Internal Fault Protection

- Common External Fault Capability
- Governor Failure Protection
- OBD2 Diagnostic Port

Alarms

- Door Open
- Fuel Level
 - 90% Full
 - 50% Low Fuel
 - 10% Shutdown
- Generator Running
- Not in Auto
- Common Shutdown

OPTIONAL SHIPPED LOOSE AND FIELD INSTALL KITS

GENERATOR SET

- Paint Kit
- Scheduled Maintenance Kit

FUEL TANK

- Fuel Fill Drop Tube
- Spill Box
- 90% Fuel Audible Alarm
- Tank Risers
- Spill Box Drainback Kit
- Vent Extension Support Kit
- Overfill Prevention Valve

Oil Pump Type	Gear
Oil Filter Type	Full Flow Spin-On Canister
Crankcase Capacity - L (qts)	10.6 (11.2)

Battery Voltage
Ground Polarity

ALTERNATOR SPECIFICATIONS

Standard Model	Generac	Standard Excitation
Poles	4	Bearings
Field Type	Rotating	Coupling
Insulation Class - Rotor	F	Prototype Short Circuit Test
Insulation Class - Stator	H	Voltage Regulator Type
Total Harmonic Distortion	<5%	Regulation Accuracy (Stepped Load)
Telephone Interference Factor (TIF)	<50	

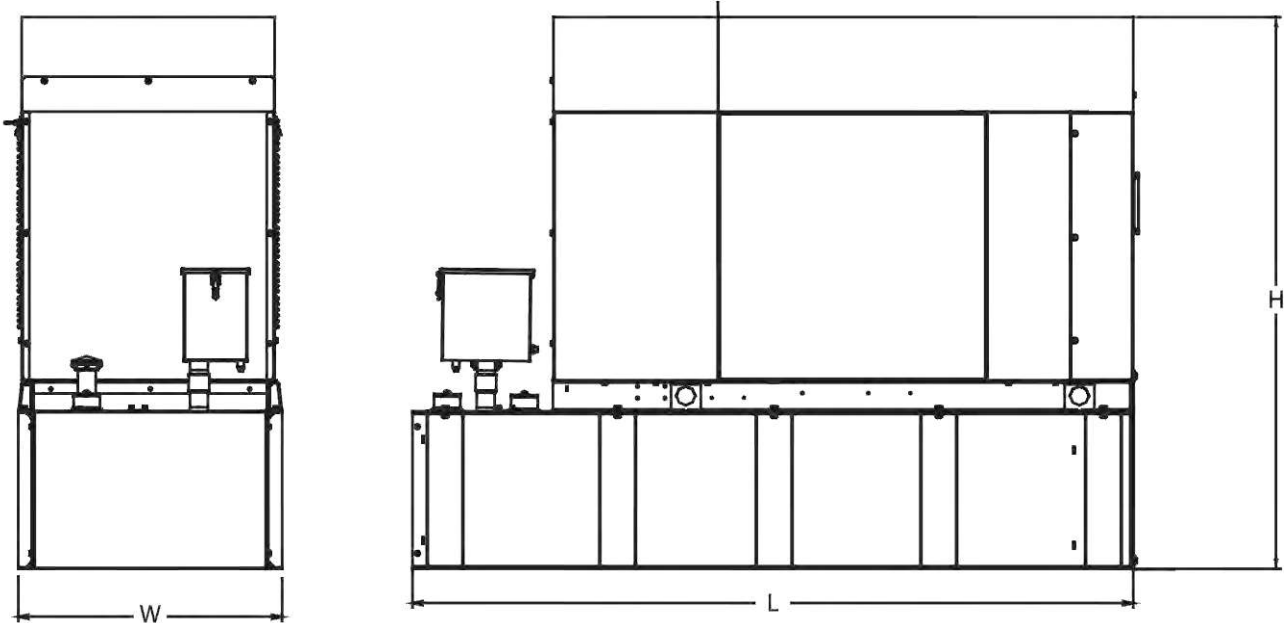
RD025 | 2.2L | 25kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



DIMENSIONS AND WEIGHTS*



Weights and Dimensions

Unit Weight - lbs	Unit Weight with Skid - lbs	Dimensions (L x W x H) - in
2,946	2,984	103.4 x 35.0 x 91.7

STATEMENT OF EXHAUST EMISSIONS
2018 PERKINS DIESEL FUELED GENERATOR

The measured emissions values provided here are proprietary to Generac and it's authorized dealer. Upon request, to regulatory governmental bodies for emissions permitting purposes or to specifying required by project specifications, and shall remain confidential and not open to public viewing. This information is for sales purposes and may not be used as such, nor may it be reproduced without the expressed written consent of Generac. The data provided shall not be meant to include information made public by Generac.

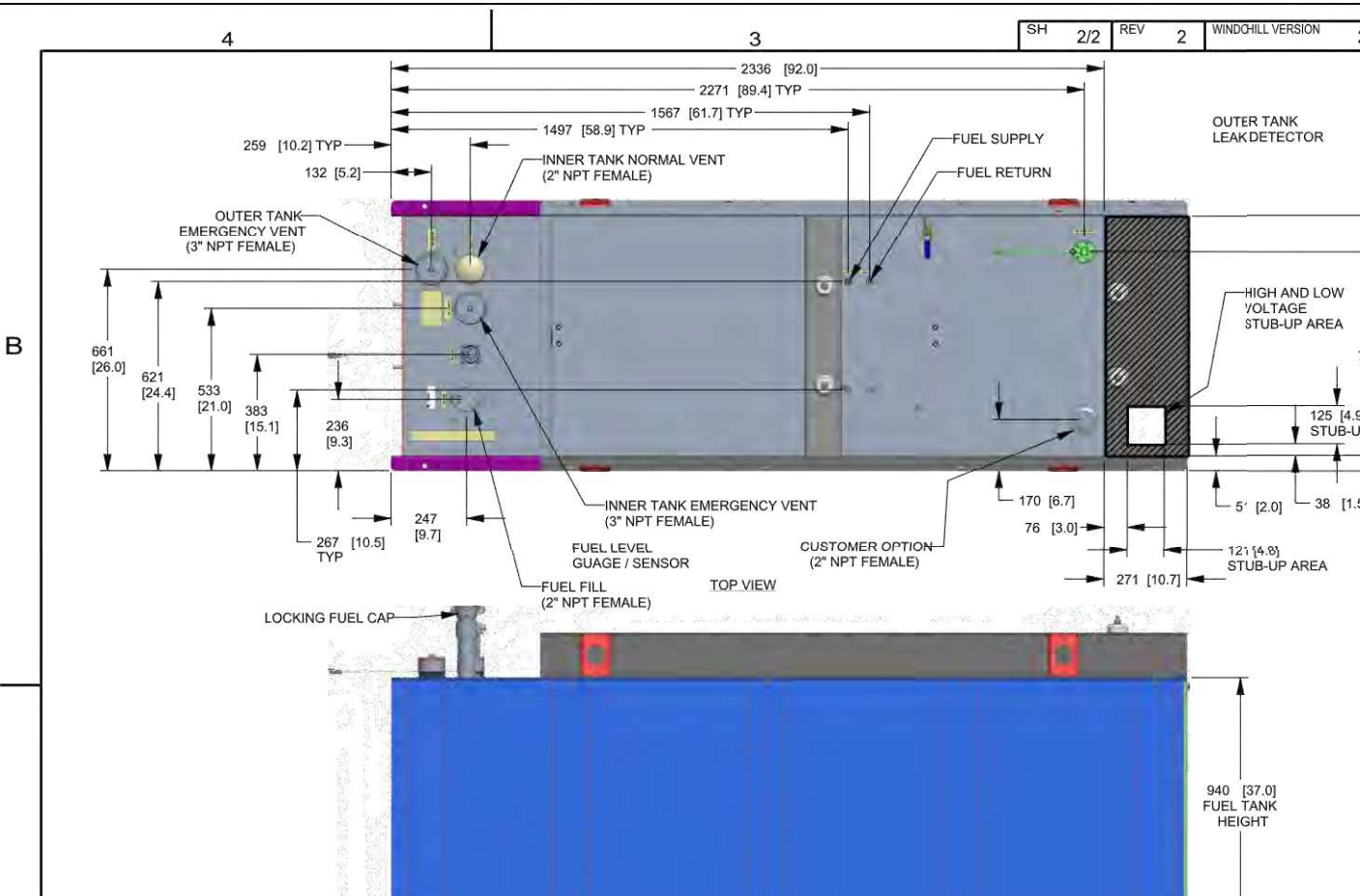
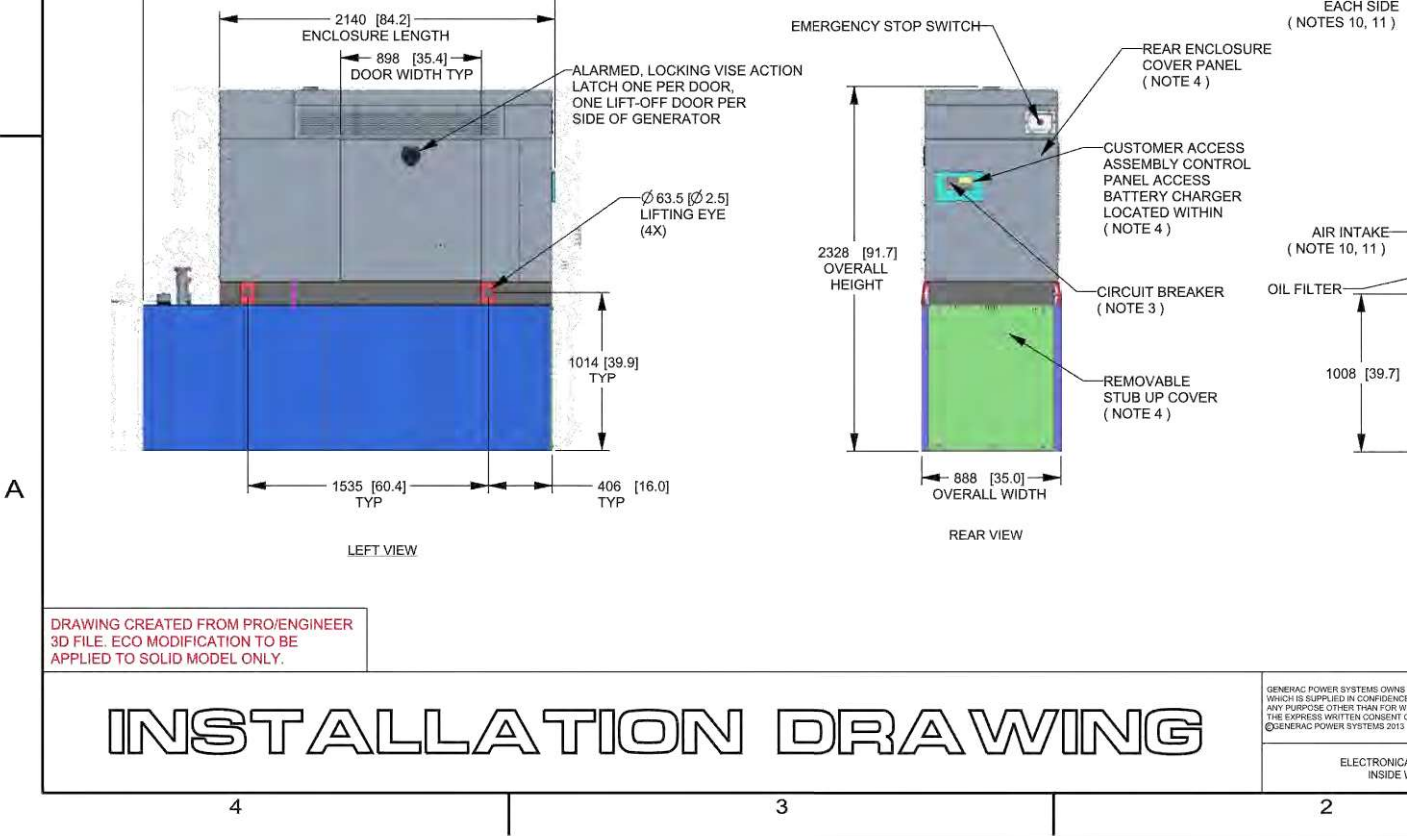
Generator Model:	RD025	EPA Certificate Number:
kW _e Rating:	25	CARB Certificate Number:
Engine Family:	JH3XL2.22TCC	SCAQMD CEP Number:
Engine Model:	404D-22TAG	Emission Standard Category:
Rated Engine Power (BHP)*:	48.8	Certification Type:
Fuel Consumption (gal/hr)*:	2.77	
Aspiration:	Turbo/Aftercooled	
Rated RPM:	1800	

*Engine Power and Fuel Consumption are declared by the Engine Manufacturer of Record and the U.S. Environmental Protection Agency.

Emissions based on engine power of specific Engine
(These values are actual composite weighted exhaust emissions results)

CO	NOx + NMHC	PM
0.72	5.08	0.116

(Automatic)	Open Transition	Service Ratec	Service Rated	Open Transition	Service Rated
Enclosure Type	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R
UL Rating	UL/CUL	UL	UL	UL/CUL	UL
Withstand Rating (Amps)	10,000	10,000	22,000	10,000	22,000
Lug Range	2/0 - #14		250 MCM - #6		





County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-244

Board Meeting Date: 4/5/2022

Special Notice/Hearing: None
Vote Required: 4/5

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Subject: Amendment to Agreement with Thieves' Market, LLC for the Leasing and Use of Restaurant Space at Half Moon Bay Airport, (Lease No. 5405)

RECOMMENDATIONS:

Adopt a resolution authorizing:

- A) The President of the Board of Supervisors to execute the First Amendment to Restaurant Concession Agreement with Thieves' Market, LLC for the leasing of approximately 1,442 square feet of restaurant and office space, and non-exclusive use of the common areas, including approximately 227 square feet of lobby area, approximately 296 square feet of restroom area, approximately 2,136 square feet of outside seating area, and the landscaped area adjacent to the front entry, at the Half Moon Bay Airport, also known as Assessors' Parcel Number 037-292-030, for the continued term through October 31, 2024, with updated Base Rent, Utility Charges, Rental Adjustments, Tenant Improvements, and Trash, Recycling, and Compost Removal; and
- B) The Director of Public Works or the Director's designee to execute notices, options and documents associated with this Agreement and non-substantive additions, clarifications and amendments to this Agreement after consultation with County Attorney.

BACKGROUND:

Thieves' Market, LLC has leased the restaurant and office space located at Half Moon Bay Airport since 2019. It is used for the purpose of operating, managing, maintaining, and improving the restaurant and certain common areas of the Airport. Thieves' Market, LLC has the obligation and exclusive right to sell food and beverages at the Half Moon Bay Airport ("Airport" or "Premises"). The existing Agreement is set to expire on October 31, 2024 (with an option to extend for five years), but the Parties wish to amend the Base Rent, Utility Charges, Rental Adjustments, Trash, Recycling, and Compost Removal, and Tenant Improvements of the Agreement before it expires.

DISCUSSION:

Real Property Services has negotiated the Base Rent in Section 4.2 of the Agreement to be reduced from \$2,332.00 to \$2,241.10 per month retroactive to November 5, 2019. This change reflects the reduced outdoor seating area.

The Utility Charge in Section 4.3 of the Agreement shall be amended such that there are no utility payments due from the Commencement of the Agreement through June 30, 2021. Beginning July 1, 2021, the Utility Charge shall be one thousand dollars (\$1,000.00) per month for the first 120 days after July 1, 2021. Beginning 120 days after July 1, 2021, the Utility Charge owed shall be two thousand four hundred dollars (\$2,400.00) per month.

Also, the Rental Adjustments in Section 4.6 of the Agreement shall be amended such that beginning July 1, 2021, and on the 1st day of July of each year of the Term of the Agreement, including an Extended Term or holdover period, the Base Rent for the following twelve-month period shall be increased to one hundred three percent (103%) of the Base Rent, rounded to the nearest dollar for the lease year preceding such Adjustment Date.

Additionally, the Trash, Recycling, and Compost Removal outlined in section 10 shall be amended to require the tenant to provide trash, recycling, and compost removal, meeting County requirements, at its sole expense.

Lastly, Section 5.2 of the Agreement shall be amended to remove the 90-day requirement for tenant improvements. Reimbursement for improvements may still be granted outside of the 90-day period.

County Attorney has reviewed and approved the Lease as to form. The Director of Public Works concurs in this recommendation.

FISCAL IMPACT:

Revenue generated from Thieves Market at the Half Moon Bay Airport is estimated to be \$29,293.20 annually and will be deposited into the Airports' Enterprise Fund. There is no impact to the General Fund.

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION AUTHORIZING: A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE THE FIRST AMENDMENT TO RESTAURANT CONCESSION AGREEMENT WITH THIEVES' MARKET, LLC FOR THE LEASING OF APPROXIMATELY 1,442 SQUARE FEET OF RESTAURANT AND OFFICE SPACE, AND NON-EXCLUSIVE USE OF COMMON AREAS INCLUDING APPROXIMATELY 227 SQUARE FEET OF LOBBY AREA AND 296 SQUARE FEET OF RESTROOM AREA, APPROXIMATELY 2,136 SQUARE FEET OF OUTSIDE SEATING AREA AND LANDSCAPED AREA ADJACENT THE FRONT ENTRY AT THE HALF MOON BAY AIRPORT, ALSO KNOWN AS ASSESSORS PARCEL NUMBER 037-292-030, FOR THE CONTINUED TERM THROUGH OCTOBER 31, 2024, WITH UPDATED BASE RENT, UTILITY CHARGES, RENTAL ADJUSTMENTS, TENANT IMPROVEMENTS, AND TRASH, RECYCLING AND COMPOST REMOVAL; AND B) THE DIRECTOR OF PUBLIC WORKS OR THE DIRECTOR'S DESIGNEE TO EXECUTE NOTICES, OPTIONS AND DOCUMENTS ASSOCIATED WITH THIS AGREEMENT AND NON-SUBSTANTIVE ADDITIONS, CLARIFICATIONS AND AMENDMENTS TO THIS AGREEMENT AFTER CONSULTATION WITH COUNTY COUNSEL

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

WHEREAS, in November 2019, the County of San Mateo (County) and Thieves' Market, LLC ("Tenant") entered into a Restaurant Lease Agreement ("Agreement") for the leasing of approximately 1,442 square feet of restaurant and office space, and non-exclusive use of the common areas, including approximately 227 square feet of lobby area, and 296 square feet of restroom area, approximately 2,136 square feet of outside seating area, and the landscaped area adjacent the front entry at the Half Moon Bay Airport; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, a First Amendment to the Agreement that includes a

modification to the Base Rent, Utility Charge, Rental Adjustment, Tenant Improvements and Trash, Recycling, and Compost Removal.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said First Amendment to the Agreement for and on behalf of the County, and the Clerk of this Board shall attest the President's signature thereto.

IT IS FURTHER DETERMINED AND ORDERED that the Director of Public Works or the Director's designee is hereby authorized to execute notices, options and documents associated with this Agreement and non-substantive additions, clarifications and amendments to this Agreement after consultation with County Counsel.

* * * * *

**FIRST AMENDMENT TO
RESTAURANT CONCESSION AGREEMENT**

No. 5405

Half Moon Bay Airport
Half Moon Bay, California

THIEVES' MARKET, LLC

This First Amendment to Restaurant Concession Agreement ("First Amendment"), dated April 5, 2022, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Landlord") and THIEVES' MARKET, LLC, a limited liability company, ("Tenant").

Recitals

- A. WHEREAS, as authorized by San Mateo County Resolution No. 077017, County and Tenant entered into a Restaurant Concession Agreement (Permit No. 5405), dated for reference purposes only as November 1, 2019 ("Agreement"), to authorize Tenant the occupancy and use of a portion of the real property commonly known as the Half Moon Bay Airport ("Airport" or "Premises") for the purpose of operating, managing, maintaining, and improving the restaurant and certain common areas of the Airport. Tenant has the obligation and the exclusive right to sell food and beverages on the Premises; and
- B. WHEREAS, as outlined in Section 4.3 of the Agreement, Tenant is responsible for paying all utilities metered solely for the Premises; and
- C. WHEREAS, in addition to the utilities metered solely for the Premises, in the event a utility is serving portions of the Property outside the Premises area, Tenant is responsible for paying the prorated portion of that particular utility per month ("Utility Charge") and these monthly Utility Charges may be reviewed and adjusted periodically by the County to accurately reflect County's associated costs; and
- D. WHEREAS, the Parties desire to adjust the Utility Charges in Section 4.3 of the Agreement such that there are no utility payments due from Commencement of the Agreement through June 30, 2021. Beginning July 1, 2021, the Utility Charge shall be One Thousand Dollars (\$1,000.00) per month for the first 120 days after July 1, 2021. Beginning 120 days after July 1, 2021, Tenant's portion of the Utility Charges shall be Two Thousand Four Hundred Dollars (\$2,400.00) per month; and
- E. WHEREAS, the County has shifted other agreements such that Rental Adjustments are made on the 1st day of July of each year of the term of the Lease, so this Agreement shall conform to that same date; and
- F. NOW THEREFORE, the Parties agree to amend the terms of the Restaurant Concession Agreement as follows:

Agreement

For good and valuable consideration as herein set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Base Rent.** Section 4.2 of the Agreement shall be amended such that the Outside Seating Area is decreased from 2,136 sq. ft. to 1,833 sq. ft. The Base Rent shall be reduced to reflect the reduced Outside Seating Area and shall be retroactive to November 5, 2019. The rent for the outdoor seating area shall be amended from \$640.80 to \$549.90 per month. The total monthly Base Rent will be \$2,241.10 per month.
2. **Utility Charge.** Section 4.3 of the Agreement shall be amended such that there are no utility payments due from Commencement of the Agreement through June 30, 2021. In the event that utilities remain solely in the County's name, beginning July 1, 2021, the Utility Charge shall be One Thousand Dollars (\$1,000.00) per month for the first 120 days after July 1, 2021. Beginning 120 days after July 1, 2021, Tenant's portion of the Utility Charges shall be Two Thousand Four Hundred Dollars (\$2,400.00) per month.
3. **Rental Adjustments.** Section 4.6 of the Agreement shall be adjusted such that beginning July 1, 2022, and on the 1st day of July of each year of the term of the Agreement, including an Extended Term or holdover period, the Base Rent as set forth in Section 4.2, Base Rent, for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Rent, rounded to the nearest dollar, for the lease year preceding such Adjustment Date.
4. **Rent Credit for Initial Tenant Improvements.** Section 5.2 of the Agreement shall be amended to remove the 90-day requirement for tenant improvements. Reimbursement may still be granted outside of the 90-day period.
5. **Trash, Recycling, and Compost Removal.** Section 10 of the Agreement shall be amended such that Tenant is required to service all recycling and trash receptacles in Tenants name and at Tenants sole cost and expense. These receptacles must be independent of the County trash receptacles. Tenant shall comply with CA AB 1826 as amended. Beginning January 1, 2022, Tenant shall comply with CA SB 1383 and any additional State or County regulations that may apply as amended from time to time.
6. **Effective Date: Approval.** This First Amendment shall become effective ("Effective Date") by execution of the County Board of Supervisors and the First Amendment is duly executed and delivered by County and Tenant.
7. **Counterparts.** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
8. **No Further Amendment: Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement as Amended constitutes the entire agreement between County and Tenant regarding the Premises and may not be modified except by an instrument in writing duly

executed by the County and Tenant. In the event any conflicts between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

County and Tenant have executed this First Amendment as of _____ day of _____, 2022.

COUNTY:
COUNTY OF SAN MATEO

By: _____
Don Horsley, President
Board of Supervisors

Date: _____

TENANT:
THIEVES' MARKET, LLC

By: SW
Name: Shoshana Wolff
Title: Secretary
Date: 03/11/2022



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY EXECUTIVE

File #: 22-245

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Michael P. Callagy, County Executive
Connie Juarez-Diroll, Legislative Officer
Subject: 2022 State and Federal Legislative Update #2

RECOMMENDATION:

Accept this informational report on the 2022 State and Federal Legislative sessions.

BACKGROUND:

The California State Legislature continues to make its way through the 2022 legislative and state budget sessions. At the federal level, President Biden signed a bipartisan FY 2022 funding bill.

DISCUSSION:

2022 State Legislative Session

CARE Courts and LPS Reform: On March 3rd, Governor Newsom announced his Community Assistance, Recovery, and Empowerment (CARE) Court proposal focused on the state's population of mentally ill individuals. CARE Court would provide assistance to individuals with specified mental health conditions whose judgment is impaired and cannot make informed or rational decisions about their necessary medical treatment. The assistance would be provided before an individual enters into a potential conservatorship or is incarcerated. Many of these persons are homeless, and the Newsom Administration estimates that about 7,000 to 12,000 Californians would be eligible for the program.

CARE Court would create a mental-health-focused arm of the civil courts in every County and connect a person in crisis with a court-ordered Care Plan for up to 12 months. The plan would include services and supports such as short-term stabilization medications and connections to social services and housing. County behavioral health departments would be responsible for developing these plans relying on existing local funding sources, such as Mental Health Services Act, mental health realignment, federal funding, the proposed \$1.5 billion for behavioral health bridge housing, and various other housing funding streams included in Governor Newsom's \$12 billion homeless plan to serve this high needs population. Counties would also be responsible for data collection,

evaluation, and reporting on the program. Finally, the CARE Court proposal includes potential sanctions for counties that fail to provide comprehensive treatment and requires persons in the program to accept the care.

Details on the proposal remain forthcoming as the Administration has not released trailer bill language or a policy bill to implement the program. The Administration is hosting CARE Court roundtables around the state with health care and service providers, impacted Californians, local officials, and other stakeholders to gain support for the program.

For its part, the Legislature introduced two CARE Court-related bills—**SB 1338 (Umberg-D)** and **AB 2830 (Bloom-D)**—as potential policy vehicles. In its current form, SB 1338 would align with the Governor's proposal, whereas AB 2830 (a spot bill) would direct the California Health and Human Services Agency to develop a CARE Court plan.

Beyond the CARE Court proposal, the Legislature introduced other bills to reform the Lanterman-Petris-Short (LPS) Act, which allows for conservatorships for persons who are a danger to themselves or others or are "gravely disabled."

- **AB 2020 (Gallagher-R)** would authorize a county to utilize an expanded definition of "gravely disabled," which would read "a condition in which a person, as a result of a mental health disorder, is incapable of making informed decisions about, or providing for, their own basic personal needs for food, clothing, shelter, or medical care without significant supervision and assistance from another person and, as a result of being incapable of making these informed decisions, the person is at risk of substantial bodily harm, dangerous worsening of a concomitant serious physical illness, significant psychiatric deterioration, or mismanagement of essential needs that could result in bodily harm."
- **AB 2853 (Lackey-R)** would require the State Department of Health Care Services to establish guidelines for the application of the LPS Act to ensure that it is uniformly applied by counties. The guidelines would include an explanation for how to determine if a person meets the definition of gravely disabled and if a person is a danger to themselves or others.
- **SB 1227 (Eggman-D)** would authorize an additional 30-day period of treatment if a person who is gravely disabled is still in need of treatment.
- **SB 1416 (Eggman-D)** would expand the definition of "gravely disabled" to include a condition in which a person, as a result of a mental health disorder, is unable to provide for basic personal or medical care or self-protection and safety.

The Gas Tax: Earlier this month, Governor Newsom proposed an \$11B package to assist Californians in managing the rising price of fuel and other goods and services. The package would, among other things:

- Defer the annual inflationary adjustment to the gasoline excise tax in 2022-23 (approximately 3-cents per gallon). The Governor's budget discusses backfilling the local share of the revenue with State Highway Account funding, although the Administration has not released trailer bill language on the proposal to understand the details.
- Provide a \$400 rebate per registered car with a maximum of two vehicles per owner. There would be no income or car value limits, and zero-emission vehicles would be included.

- Provide \$750M to local transit agencies in exchange for "Free Public Transit" for three months.
- Provide \$1B for the Active Transportation Program, a \$500M increase from the Governor's January budget proposal.

The Legislature remains opposed to a gas tax holiday, preferring to advance a more far-reaching proposal that would:

- Provide a base refund amount of \$200 per tax filer and dependents with income eligibility requirements. There would be no limits on the number of dependents.
- Set income eligibility at up to \$250,000 for joint filers and \$125,000 for single filers. Approximately 90% of taxpayers would receive a refund.
- Have no impact on existing state and local transportation revenues.

Further, Republicans in the Legislature have put forth a slate of bills to eliminate or curb the gas tax in some way, all of which would severely impact transportation funding available to counties:

- **AB 1626** <<https://protect-us.mimecast.com/s/qKgvCZ6GzOcG0RKXuRtfdp>> (Nguyen-R): Would limit the annual inflationary adjustment to fuel excise tax rates to two percent.
- **AB 1638** <<https://protect-us.mimecast.com/s/-cGjC1wpG1cRImJLi4lsMp>> (Kiley-R): Would suspend the various state fuel excise tax rates (a total of 51.1 cents) for six months and provide a partial backfill from the General Fund of an amount equal to one-half of the fuel excise tax revenues collected in 2020-21.
- **SB 1156** <<https://protect-us.mimecast.com/s/ay-6C2kq74FjgG50ixWBRJ>> (Grove-R): Would eliminate the annual inflationary adjustment for both motor vehicle fuel and diesel fuel excise tax rates.

Transportation stakeholders have expressed opposition to the various efforts to reduce the gas tax. While sympathetic to the inflationary impacts on the price of fuel, organizations argue that reducing, eliminating, or even pausing the gas tax doesn't guarantee a reduction in fuel prices. The price increase is more the product of global market forces on gasoline production and less fuel excise tax policy.

Politics - rather than policy - appears to be driving the conversation on the gas tax. Legislative leadership and the Administration have indicated that this issue will continue to be part of budget negotiations.

COVID-19 Eviction Protections: Seeking to stave off eviction for another three months for hundreds of thousands of renters who have applied for relief but are still waiting to hear back, the state's top legislative leaders struck another last-minute deal. **AB 2179** <<https://protect-us.mimecast.com/s/YFsbCpYokwTDgQzkFYnX65>> (Grayson-D) would extend eviction protections for Californians who have applied for rental assistance before the March 31st deadline but are still waiting for relief. Under current law, landlords can begin evicting tenants who owe rent starting April 1st. The state estimates that more than 200,000 applicants continue to await rental assistance.

AB 2179 would extend eviction protections through June 30th for those renters who have applied for help before the March 31st deadline. It would preempt local eviction moratoriums and establish statewide direction for when evictions may resume. The Senate and Assembly leadership have announced that they plan to move the bill quickly to the Governor for consideration before the end of the month. At this writing, AB 2179 had passed the Assembly and Senate Judiciary Committees and was on schedule to make it to the Governor before the April 1st deadline.

The attached 2022 Legislative Activity Report provides details on the bills the IGPA is monitoring.

2022 Federal Legislative Update:

Consolidated Appropriations Act of 2022: On March 15th, the President signed into law H.R. 2471, the "Consolidated Appropriations Act of 2022," which provides \$1.5 trillion in full-year funding through September 30, 2022, for projects and activities of the Federal Government. The legislation increases non-defense spending by 6.7 percent and defense spending by 5.6 percent and includes \$13.6 billion in emergency aid for Ukraine. A last-minute change removed a provision that would have rescinded some of the funds states were to receive in their second tranche of Coronavirus State and Local Relief Fund payments to use as "pay-for" for some of the \$15.6 billion in emergency funding for the coronavirus pandemic.

The measure includes a \$500,000 appropriation (community project funding request or "earmark") for the County to purchase the new Navigation Center furniture. The County Executive Office is grateful to Representative Jackie Speier for supporting this much needed funding proposal.

SAN MATEO COUNTY LEGISLATIVE ACTIVITY REPORT 2022



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

3/28/2022

Priority State Legislation

Bill Number & Author	Description	Position	Status
AB 32 (Aguiar-Curry-D)	Telehealth <ul style="list-style-type: none"> Would require the Department of Health Care Services to indefinitely continue the telehealth flexibilities in place during the COVID-19 pandemic state of emergency. 	Support* CHEAC, UCC, CSAC in support	Assembly Health

San Mateo County Legislation

Bill Number & Author	Description	Position	Status
SB 893 (Becker-D)	Community colleges: San Mateo County Community College District: California College Promise. <ul style="list-style-type: none"> Would authorize the SMC Community College District to reduce enrollment fee, among other things. 	Watch	Senate Appropriations
SB 917 (Becker-D)	Seamless Transit Transformation Act. <ul style="list-style-type: none"> Would require the Metropolitan Transportation Commission to develop and adopt a Connected Network Plan, adopt an integrated transit fare structure, develop a comprehensive regional transit mapping and wayfinding system, and more. 	Watch	Senate Transportation

A Publication of the County Manager's Office/Intergovernmental Affairs

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Samantha Tucci, Legislative Analyst, (650) 363-4230

AB 2197 (Mullin-D)	Caltrain electrification project: funding. <ul style="list-style-type: none"> Would appropriate \$260,000,000 to the Peninsula Corridor Joint Powers Board for the purpose of completing the Caltrain Electrification Project. 	Watch	Assembly Transportation
AB 2789 (Mullin-D)	Competitive bidding: design-build and best value construction contracting. <ul style="list-style-type: none"> Would indefinitely extend the authority of the Midpeninsula Regional Open Space District and the Santa Clara Valley Open-Space Authority to use the design-build process for the construction of facilities or other buildings in those entities, among other things. 	Support*	Assembly Local Government

Childcare & Early Learning

Bill Number & Author	Description	Position	Status
AB 1649 (Quirk-Silva-D)	Childcare services: alternative payment programs. <ul style="list-style-type: none"> Would require the alternative payment program to reimburse childcare providers based upon the maximum certified hours of care. 	Watch	Assembly Appropriations
AB 2832 (Rivas, Robert-D)	Whole Child Community Equity. <ul style="list-style-type: none"> Would require the State Department of Social Services to develop the Whole Child Equity Framework to end racial and economic inequity in childcare, among other things. 	Watch	Assembly Human Services
SB 34 (Umberg-D)	Libraries: student success cards. <ul style="list-style-type: none"> Would require the California Department of Education to administer a competitive grant program to award funding to local educational agencies, library districts and public libraries for to provide every public school student with a student success card. 	Watch	Assembly Desk
SB 860 (Rubio, Susan-D)	Personal Income Tax Law: Young Child Tax Credit. <ul style="list-style-type: none"> Would expand the applicability of the Young Child Tax Credit and would remove the requirement that excess amounts of the credit be credited against any other amount due, requiring it to instead be paid to the taxpayer. 	Watch	Senate Governance and Finance
SB 1047 (Limón-D)	Early learning and care. <ul style="list-style-type: none"> Would extend eligibility for childcare and development programs and the preschool program to families that are eligible to receive benefits from certain means-tested government programs, including Medi-Cal and CalFresh. 	Watch	Senate Education
SB 1481 (Becker-D)	Preschools, child daycare facilities, and Trustline providers: meals. <ul style="list-style-type: none"> Would provide funding for preschool facilities, child daycare facilities, and Trustline providers to provide up to 2 daily meals per child. 	Watch	Senate Education

Elections

Bill Number & Author	Description	Position	Status
AB 1631 (Cervantes-D)	Elections: election officials. <ul style="list-style-type: none"> Would require the county elections official to recruit at least one elections official who is fluent in a non-English language when certain conditions are met. 	Watch	Assembly Elections

AB 1872 (Low-D)	Election day holiday. <ul style="list-style-type: none"> Would add the day on which a statewide general election is held to the list of state holidays. 	Watch	Assembly Elections
AB 2576 (Aguiar-Curry-D)	Voter registration and outreach programs. <ul style="list-style-type: none"> Would require the Secretary of State, instead of the Controller, to reimburse counties for the costs of complying with certain voter registration requirements; would create guidance for counties for civic engagement programs for high schools and would make grants to counties for such purposes. 	Watch	Assembly Elections
AB 2582 (Bennett-D)	Recall elections: local offices. <ul style="list-style-type: none"> Would require a recall election for a local officer to include only the question of whether the officer sought to be recalled shall be removed from office. 	Watch	Assembly Elections
AB 2808 (O'Donnell-D)	Elections: ranked choice voting. <ul style="list-style-type: none"> Would prohibit the use of ranked choice voting in state and local elections. 	Watch	Assembly Elections
AB 2815 (Berman-D)	Elections: vote by mail ballot drop-off locations. <ul style="list-style-type: none"> Would require a county to provide an additional vote by mail ballot drop-off location on the main campus of each California State University within the jurisdiction. 	Watch	Assembly Elections
SB 1131 (Newman-D)	Safe at Home program: election workers and reproductive health care providers. <ul style="list-style-type: none"> Would create an address confidentiality program for election workers and reproductive health care providers. 	Watch	Senate Elections and Constitutional Amendments
SB 1480 (Glazer-D)	Remote accessible vote by mail systems. <ul style="list-style-type: none"> Would require a county elections official to permit a voter with a qualifying disability to use a certified remote accessible vote by mail system. 	Watch	Senate Elections and Constitutional Amendments

Emergency Preparedness and Response

Bill Number & Author	Description	Position	Status
AB 2645 (Rodriguez, Freddie-D)	Local emergency plans: integration of access and functional needs: community resilience centers. <ul style="list-style-type: none"> Would require a county to ensure that local community resilience centers are prepared to serve as community-wide assets during extreme heat events and other disasters. 	Watch	Assembly Emergency Management
AB 2889 (Wicks-D)	Wildfire mitigation plans: electrical infrastructure: undergrounding. <ul style="list-style-type: none"> Would require an electrical corporation with more than 50% of its service territory located in a high fire-threat district to create a multiyear undergrounding plan. 	Watch	Assembly Utilities and Energy
SB 12 (McGuire-D)	Local government: planning and zoning: wildfires. <ul style="list-style-type: none"> Would establish certain fire hazard planning responsibilities on local governments. 	Watch	Assembly Housing and Community Development
AB 1648 (Maienschein-D)	Disaster preparedness: local government: animal wildfire evacuation plan. <ul style="list-style-type: none"> Would require a city or county that requires a kennel license to operate within its jurisdiction, to require the submission of animal natural disaster evacuation plan. 	Watch	Assembly Emergency Management

Environment and Sustainability

Bill Number & Author	Description	Position	Status
Ocean Health, Coastal Erosion and Sea Level Rise			
AB 2160 (Bennett-D)	Coastal resources: coastal development permits: fees. <ul style="list-style-type: none"> Would authorize a city or county to waive or reduce the permit fee for specified coastal development projects; would authorize the applicant, if a county rejects a fee waiver to submit the coastal development permit application directly to the commission. 	Watch	Assembly Natural Resources
SB 867 (Laird-D)	Sea level rise planning: database. <ul style="list-style-type: none"> Would extend the sunset date for provisions requiring the Natural Resources Agency to maintain a Planning for Sea Level Rise Database until January 1, 2028. 	Watch	Senate Appropriations
SB 1078 (Allen-D)	Sea Level Rise Revolving Loan Pilot Program. <ul style="list-style-type: none"> Would develop pilot program to provide low-interest loans to local jurisdictions to purchase vulnerable coastal property in their jurisdictions. 	Watch	Senate Appropriations
Waste Reduction			
AB 1690 (Rivas, Luz-D)	Tobacco and cannabis products: single-use components. <ul style="list-style-type: none"> Would prohibit the sale of tobacco and cannabis products containing single-use components. 	Watch	Assembly Health
AB 1985 (Rivas, Robert-D)	Organic waste: list: available products. <ul style="list-style-type: none"> Would require CalRecycle to create an online list, organized by zip code, of entities that produce and have available organic waste products; spot bill to address issues with compost procurement and SB 1383 implementation. 	Watch	Assembly Appropriations
AB 2026 (Friedman-D)	Recycling: plastic packaging and carryout bags. <ul style="list-style-type: none"> Would prohibit large online retailers from using single-use plastic packaging to transport products, among other things. 	Watch	Assembly Judiciary
AB 2048 (Santiago-D)	Solid waste: franchise agreements: database. <ul style="list-style-type: none"> Would require the CalRecycle to create and maintain a public database of franchise agreements between contract waste and recycling haulers and any public agency. 	Watch	Assembly Appropriations
SB 45 (Portantino-D)	Short-lived climate pollutants: organic waste reduction goals: local jurisdiction assistance. <ul style="list-style-type: none"> Would direct the CalRecycle to assist local jurisdictions with organic waste diversion programs. 	Watch	Assembly Desk
SB 54 (Allen-D)	Plastic Pollution Producer Responsibility Act. <ul style="list-style-type: none"> Would prohibit producers of single-use, disposable packaging products from selling, distributing, or importing products unless they are recyclable or compostable. 	Watch CSAC in support	Assembly Desk
Clean and Resilient Energy			
SB 260 (Wiener-D)	Climate Corporate Accountability Act. <ul style="list-style-type: none"> Would require U.S.-based companies that do business in California and with revenues in excess of \$1 billion to annually report their greenhouse gas emissions. 	Watch	Assembly Desk

SB 379 (Wiener-D)	Residential solar energy systems: permitting. <ul style="list-style-type: none"> Would require most cities and counties to adopt an automated, online permitting system for solar energy systems and energy storage. 	Watch	Assembly Desk
SB 560 (Rubio, Susan-D)	Climate Pollution Reduction in Homes Initiative: grants. <ul style="list-style-type: none"> Would provide grants for projects that provide financial assistance to low-income households for the purchase of zero-carbon-emitting appliances. 	Watch	Assembly Desk
SB 612 (Portantino-D)	Electrical corporations and other load-serving entities: allocation of legacy resources. <ul style="list-style-type: none"> Would require electric investor-owned utilities to offer an allocation of certain electrical resources to other load-serving entities that serve departing load customers who bear cost responsibility for those resources. 	Support*	Assembly Utilities and Energy
SB 1393 (Archuleta-D)	Energy: appliances: local requirements. <ul style="list-style-type: none"> Would require a city or county to receive approval from the State Energy Resources Conservation and Development Commission before the city or county could require that a fossil fuel-fired appliance be replaced with an electric appliance. 	Watch	Senate Energy, Utilities and Communications
Climate Change			
AB 1640 (Ward-D)	Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans. <ul style="list-style-type: none"> Would authorize eligible entities to establish and participate in a regional climate network to engage in activities to address climate change. 	Watch	Assembly Appropriations
AB 2114 (Kalra-D)	California Pocket Forest Initiative. <ul style="list-style-type: none"> Would establish a program to provide grants to local governments and nonprofit organizations to create pocket forests. 	Watch	Assembly Natural Resources
AB 2238 (Rivas, Luz-D)	Extreme heat: statewide extreme heat ranking system. <ul style="list-style-type: none"> Would require the California Environmental Protection Agency to develop a statewide extreme heat ranking system; would develop a public communication plan for the system and develop statewide guidance for local governments. 	Watch	Assembly Insurance
AB 2362 (Mullin-D)	Ecosystem restoration and climate adaptation projects: permitting. <ul style="list-style-type: none"> Would establish an interagency working group to accelerate and streamline permitting for ecosystem restoration and climate adaptation projects. 	Watch	Assembly Natural Resources
AB 2387 (Garcia, Eduardo-D)	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022. <ul style="list-style-type: none"> Would, if approved by the voters, authorize the issuance \$7,430,000,000 in bond funding to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs. 	Watch	Assembly Water, Parks and Wildlife
SB 852 (Dodd-D)	Climate resilience districts: formation: funding mechanisms. <ul style="list-style-type: none"> Would authorize local governments to form climate resilience districts for the purposes of raising and allocating funding for eligible projects. 	Watch	Senate Governance and Finance

SB 989 (Hertzberg-D)	Climate Change Preparedness, Resiliency, and Jobs for Communities Program: climate-beneficial projects: grant funding. <ul style="list-style-type: none">Would establish a program to fund grants to develop and implement multibenefit, community-level, climate-beneficial projects to support community and landscape resiliency and workforce development	Watch	Senate Environmental Quality
SB 1123 (Caballero-D)	Resilience Navigators Program: climate-related disaster resilience grant and loan programs. <ul style="list-style-type: none">Would establish a program to provide support and guidance to potential applicants for grant and loan programs related to planning and implementing climate-related disaster resilience projects, including those related to wildfires and extreme heat.	Watch	Senate Rules
SB 1297 (Cortese-D)	Low-embodied carbon building materials: carbon sequestration. <ul style="list-style-type: none">Would require a public agency, when feasible and cost effective, to prefer the use of building materials with low-embodied carbon, among other things.	Watch	Senate Environmental Quality
Environmental Justice			
AB 1001 (Garcia, Cristina-D)	Environment: mitigation measures for air and water quality impacts: environmental justice. <ul style="list-style-type: none">Would amend CEQA to 1) require mitigation to compensate for adverse air or water quality impacts in a disadvantaged community to mitigate those impacts directly in the affected community and 2) require all public agencies implementing CEQA to give consideration to the principles of environmental justice by ensuring the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins.	Watch	Senate Rules
AB 1749 (Garcia, Cristina-D)	Community Air Protection Blueprint: community emissions reduction programs: toxic air contaminants and criteria air pollutants. <ul style="list-style-type: none">Would prohibit a governmental agency from approving a project if it would increase air pollutants or toxic air contaminants in a disadvantaged community.	Watch	Assembly Appropriations
AB 2419 (Bryan-D)	Environmental justice: federal Infrastructure Investment and Jobs Act: Justice40 Oversight Committee. <ul style="list-style-type: none">Would require a minimum of 40% of funds received by the state under the federal Infrastructure Investment and Jobs Act to be allocated to projects that provide direct benefits to disadvantaged communities, among other things.	Watch	Assembly Natural Resources

Equity and Social Justice

Bill Number & Author	Description	Position	Status
AB 106 (Salas-D)	Regions Rise Grant Program. <ul style="list-style-type: none">Would develop and implement a process for the awarding of competitive grants to regional collectives to create economic prosperity for all.	Watch	Senate Business, Professions and Economic Development
AB 1655 (Jones-Sawyer-D)	State holidays: Juneteenth. <ul style="list-style-type: none">Would add June 19, known as "Juneteenth," to the list of state of holidays.	Watch	Assembly Governmental Organization

AB 1741 (Low-D)	Transgender Day of Remembrance. <ul style="list-style-type: none"> Would require the Governor to annually proclaim November 20 as Transgender Day of Remembrance. 	Watch	Assembly Governmental Organization
AB 1766 (Stone-D)	Department of Motor Vehicles: identification cards. <ul style="list-style-type: none"> Would expand California Identification Card eligibility to all Californians regardless of their immigration status. 	Watch	Assembly Appropriations

Health, Mental Health and Hospitals

Bill Number & Author	Description	Position	Status
Conservatorships and the Lanterman-Petris Short (LPS) Act			
AB 1663 (Maienschein-D)	Protective proceedings. <ul style="list-style-type: none"> Would require the Judicial Council to establish a conservatorship diversion program in each superior court; would establish a supported decision-making process for adults with disabilities, among other things. 	Watch	Assembly Appropriations
AB 1859 (Levine-D)	Mental health services. <ul style="list-style-type: none"> Would require a health insurance plan to approve the provision of mental health services for persons who are detained for 72-hour treatment and evaluation under the LPS Act. 	Watch	Assembly Health
AB 2020 (Gallagher-R)	Mental health services: gravely disabled. <ul style="list-style-type: none"> Would authorize a county to utilize an expanded definition of the term "gravely disabled." 	Watch	Assembly Health
AB 2144 (Ramos-D)	Mental health: information sharing. <ul style="list-style-type: none"> Would require various departments to share information related to LPS conservatees and firearm possession. 	Watch	Assembly Appropriations
AB 2275 (Wood-D)	Mental health: involuntary commitment. <ul style="list-style-type: none"> Would revise the LPS Act to specify timelines and procedures for various detentions and placements; would update state and local reporting requirements, among other things. 	Watch	Assembly Health
AB 2830 (Bloom-D)	The Community Assistance, Recovery and Empowerment (CARE) Court Program. <ul style="list-style-type: none"> Would establish a framework for a CARE court to deliver mental health and substance use disorder services to the most severely impaired Californians. 	Watch	Assembly Judiciary
AB 2853 (Lackey-R)	Mental health: involuntary holds. <ul style="list-style-type: none"> Would establish guidelines for the LPS Act to ensure that it is uniformly applied by counties. 	Watch	Assembly Health
SB 965 (Eggman-D)	Conservatorships: gravely disabled persons. <ul style="list-style-type: none"> Would require, rather than authorize, a court to consider a comprehensive report of the potential conservatee's medical, psychological, family, and social condition, among other things. 	Watch	Senate Judiciary
SB 929 (Eggman-D)	Community mental health services: data collection.	Watch	Senate Appropriations

	<ul style="list-style-type: none"> Would require the Department of Health Care Services to publish information relating to clinical outcomes for individuals placed in each type of hold, services provided in each category, waiting periods, and needs for treatment beds. 		
SB 1227 (Eggman-D)	Involuntary commitment: intensive treatment. <ul style="list-style-type: none"> Would authorize an additional 30-day period of treatment if the patient is still in need. 	Watch	Senate Health
SB 1338 (Umberg-D)	Community Assistance, Recovery, and Empowerment (CARE) Court Program. <ul style="list-style-type: none"> Would establish a program to connect a person struggling with untreated mental illness and substance use disorders with a court-ordered CARE plan. 	Watch	Senate Judiciary
SB 1416 (Eggman-D)	Mental health services: gravely disabled persons. <ul style="list-style-type: none"> Would include under the definition of "gravely disabled" a condition in which a person, as a result of a mental health disorder, is unable to provide for the basic personal needs of personal or medical care or self protection and safety. 	Watch	Senate Health
Expanding Access to Affordable Health Care			
AB 4 (Arambula-D)	Medi-Cal: eligibility. <ul style="list-style-type: none"> Would permanently extend Medi-Cal coverage to anyone who is otherwise eligible, regardless of age and immigration status. 	Watch CBHDA, CHEAC, CWDA, CAPH in support	Senate Appropriations
AB 470 (Carrillo-D)	Medi-Cal: eligibility. <ul style="list-style-type: none"> Would permanently repeal the Medi-Cal "asset test." 	Watch CBHDA, CWDA, CAPH in support	Senate Appropriations
AB 1038 (Gipson-D)	California Health Equity Program <ul style="list-style-type: none"> Would establish the California Health Equity Program to be a competitive grant program to address health equity. 	Watch	Senate Appropriations
AB 1130 (Wood-D)	California Health Care Quality and Affordability Act. <ul style="list-style-type: none"> Would establish the Office of Health Care Affordability to create a state strategy for controlling the cost of health care and ensuring affordability. 	Watch	Senate Health
AB 1214 (Waldron-R)	Medi-Cal eligibility. <ul style="list-style-type: none"> Would make a person in a state prison or county jail eligible for the Medi-Cal program for 30 days prior to the date they are released from a correctional facility. 	Watch	Senate Health
AB 1995 (Arambula-D)	Medi-Cal: premiums, contributions, and copayments. <ul style="list-style-type: none"> Would eliminate the premiums and subscriber contributions for the certain populations, including low-income children and women who are pregnant. 	Watch	Assembly Appropriations
AB 2402 (Rubio, Blanca-D)	Medi-Cal: continuous eligibility. <ul style="list-style-type: none"> Would make a child under 5 years of age continuously eligible for Medi-Cal, including without regard to income or immigration status, among other things. 	Watch	Assembly Health

Public Health			
AB 1737 (Holden-D)	Children's camps: local registration and inspections. <ul style="list-style-type: none"> Would require the operator of a children's camp to annually register with the local agency and require local agencies to perform regular inspections, among other things. 	Watch	Assembly Health
AB 2076 (Rivas, Luz-D)	Extreme Heat and Community Resilience Program: Extreme Heat Hospitalization and Death Reporting System. <ul style="list-style-type: none"> Would establish a program to coordinate efforts to prevent or mitigate the impacts of, and reduce the public health risks of, heat, among other things. 	Watch	Assembly Health
AB 2098 (Low-D)	Physicians and surgeons: unprofessional conduct. <ul style="list-style-type: none"> Would designate the dissemination or promotion of misinformation or disinformation related to the SARS-CoV-2 coronavirus, or "COVID-19," as unprofessional conduct, requiring the applicable board to take action against a licensee. 	Watch	Assembly Business and Professions
AB 2660 (Maienschein-D)	Child death investigations: review teams. <ul style="list-style-type: none"> Would make the establishment of an interagency child death review team and the development or adoption of a protocol mandatory for each county. 	Watch	Assembly Public Safety
SB 866 (Wiener-D)	Minors: vaccine consent. <ul style="list-style-type: none"> Would authorize a minor 12 years of age or older to consent to vaccines that meet specified federal agency criteria. 	Watch	Senate Judiciary
SB 871 (Pan-D)	Public health: immunizations. <ul style="list-style-type: none"> Would add the COVID-19 vaccine to the list of required vaccinations for attending K-12 schools and would remove the personal belief exemption. 	Watch	Senate Health
SB 972 (Gonzalez, Lena-D)	California Retail Food Code. <ul style="list-style-type: none"> Would remove the gross annual sales limitation in the definition of "cottage food operation" and would make various other changes to the cottage food operation requirements. 	Watch	Senate Health
SB 1186 (Wiener-D)	Medicinal Cannabis Patients' Right of Access Act <ul style="list-style-type: none"> Would prohibit a local jurisdiction from adopting or enforcing any regulation that prohibits the sale of medicinal cannabis to patients. 	Watch	Senate Business, Professions and Economic Development
SB 1290 (Allen-D)	California Retail Food Code. <ul style="list-style-type: none"> Would remove the gross annual sales limitation in the definition of "cottage food operation"; would authorize a local authority to impose additional regulations on sidewalk vendors, among other things. 	Watch	Senate Health
SB 1296 (Pan-D)	Viral surveillance program. <ul style="list-style-type: none"> Would establish a statewide viral surveillance program. 	Watch	Senate Health
Hospitals and Health Facilities			
AB 1809 (Aguiar-Curry-D)	Nursing Facility Resident Informed Consent Protection Act of 2022. <ul style="list-style-type: none"> Would expand the rights of patients in skilled nursing facilities to include the right to be free from psychotherapeutic drugs, with exceptions, among other things. 	Watch	Assembly Judiciary

AB 1894 (Rivas, Luz-D)	Designated public hospital financing advisory group. <ul style="list-style-type: none">Would create an advisory group to evaluate the increasing financial challenges faced by designated public hospital systems.	Watch CAPH co-sponsor	Assembly Health
SB 872 (Dodd-D)	Pharmacies: mobile units. <ul style="list-style-type: none">Would authorize a county or city operate a licensed mobile unit to provide prescription medication within its jurisdiction to specified individuals.	Watch UCC in support	Senate Business, Professions and Economic Development
SB 979 (Dodd-D)	Health emergencies. <ul style="list-style-type: none">Would authorize the State Department of Public Health to waive specified licensing requirements for health facilities during a state of emergency.	Watch	Senate Health
SB 1334 (Bradford-D)	Meal and rest periods: hospital employees. <ul style="list-style-type: none">Would entitle employees who provide direct patient care in a general acute care hospital, clinic, or public health setting to specified unpaid meal periods and paid rest periods.	Watch	Senate Labor, Public Employment and Retirement
Behavioral and Mental Health and Substance Abuse			
AB 552 (Quirk-Silva-D)	Integrated School-Based Behavioral Health Partnership Program. <ul style="list-style-type: none">Would authorize a county behavioral health agency and a local educational agency to establish a program to provide access to behavioral health services for pupils.	Watch CBHDA in support	Senate Rules
AB 1988 (Bauer-Kahan-D)	9-8-8 mental health crisis hotline system. <ul style="list-style-type: none">Would establish the 9-8-8 mental health crisis hotline system.	Watch	Assembly Emergency Management
AB 2096 (Mullin-D)	Chemical dependency recovery hospitals. <ul style="list-style-type: none">Would authorize licensure for freestanding chemical dependency recovery hospitals.	Support*	Assembly Health
AB 2317 (Ramos-D)	Children's psychiatric residential treatment facilities. <ul style="list-style-type: none">Would require the State Department of Health Care Services to license and establish regulations for psychiatric residential treatment facilities.	Watch	Assembly Health
SB 749 (Glazer-D)	Mental health program oversight: county reporting. <ul style="list-style-type: none">Would require the Mental Health Services Oversight and Accountability Commission to create a comprehensive tracking program for county spending.	Watch CBHDA opposed	Inactive file
SB 970 (Eggman-D)	Mental Health Services Act: accountability and planning. <ul style="list-style-type: none">Would eliminate percentage funding requirements for funds in the Mental Health Services Fund, among other things.	Watch	Senate Health
SB 1446 (Stern-D)	Mental health care guaranteed rights. <ul style="list-style-type: none">Would provide that a person that lacks supportive housing and behavioral health care and is otherwise not living safely in the community would have a right to mental health care services, housing that heals, and access to a full-service partnership model.	Watch	Senate Health
Workforce			
AB 240 (Rodriguez, Freddie-D)	Local health department workforce assessment. <ul style="list-style-type: none">Would require the State Department of Public Health to evaluate local health department infrastructure and to make recommendations for future staffing, workforce needs, and resources, in order to accurately and adequately fund local public health.	Support* CSAC, UCC, and CHEAC in support	Senate Appropriations

AB 562 (Low-D)	Frontline COVID-19 Provider Mental Health Resiliency Act of 2021: health care providers: mental health services. <ul style="list-style-type: none"> Would establish a program to provide mental health services to specified frontline health care licensees treating patients with COVID-19. 	Watch	Senate Appropriations
AB 666 (Quirk-Silva-D)	Substance use disorder workforce development. <ul style="list-style-type: none"> Would require the Department of Health Care Services conduct a statewide substance use disorder workforce needs assessment. 	Watch CBHDA in support	Engrossing and Enrolling
AB 2123 (Villapudua-D)	Bringing Health Care into Communities Act of 2023. <ul style="list-style-type: none"> Would provide housing grants to specified health professionals to be used for mortgage payments for a permanent residence in a health professional shortage area. 	Watch	Assembly Health
AB 2666 (Salas-D)	Behavioral health internship grant program. <ul style="list-style-type: none"> Would establish a grant program for students in behavioral health fields of study at federally qualified health centers. 	Watch	Assembly Health
SB 213 (Cortese-D)	Workers' compensation: hospital employees. <ul style="list-style-type: none"> Would create rebuttable presumptions that infectious disease, COVID-19, cancer, musculoskeletal injury, post-traumatic stress disorder or respiratory disease are occupational injuries for a direct patient care worker employed in an acute care hospital and are therefore eligible for workers' compensation benefits. 	Watch CSAC opposed	Assembly Desk
Emergency Medical Services			
AB 1721 (Rodriguez-D)	California Emergency Services Act: Emergency Medical Services Mutual Aid Program. <ul style="list-style-type: none"> Would establish a program to support local government efforts in responding to surges in demand for emergency medical services and provide effective mutual aid during disasters; upon appropriation by the Legislature, would provide noncompetitive grant funding to local governments. 	Watch	Assembly Emergency Management
AB 2117 (Gipson-D)	Mobile stroke units: health care coverage. <ul style="list-style-type: none"> Would require a health insurance policy that provides coverage for emergency health care services to include coverage for services performed by a mobile stroke unit. 	Watch	Assembly Health
Aging			
AB 2262 (Calderon-D)	In-home supportive services: needs assessment. <ul style="list-style-type: none"> Would eliminate the authority of a county to extend the annual assessment period and, instead, would require the State Department of Social Services to establish an alternative annual reassessment process for recipients with stable needs. 	Watch	Assembly Appropriations
AB 2331 (Calderon-D)	Bridge to Recovery for Adult Day Services: COVID-19 Mitigation and Resilience Grant Program to Combat Senior Isolation. <ul style="list-style-type: none"> Would create a grant program to improve the health, safety, and well-being of vulnerable at-risk seniors through safe access to vital services in adult day health care and adult day program settings. 	Watch	Assembly Aging and Long-Term Care
AB 2813 (Santiago-D)	Long-Term Services and Supports Benefit Program. <ul style="list-style-type: none"> Would require the California Department of Aging to establish a program to provide supportive care to aging Californians and those with physical disabilities. 	Watch	Assembly Aging and Long-Term Care

SB 861 (Limón-D)	Dementia Care Navigator Grant Program. <ul style="list-style-type: none"> Would establish a program to incentivize organizations that provide services to local communities to provide dementia care navigation training services. 	Watch	Senate Human Services
SB 1098 (Stern-D)	In-home supportive services and waiver personal care services. <ul style="list-style-type: none"> Would require a wage differential to be granted to an IHSS or WPCS provider during a declared state of emergency or local emergency that is caused by a natural disaster. 	Watch	Senate Human Services
SB 1342 (Bates-R)	Aging multidisciplinary personnel teams. <ul style="list-style-type: none"> Would authorize counties to establish an aging multidisciplinary personnel team to facilitate the linkage of older adults to services within that county. 	Watch	Senate Human Services
Family Health			
AB 1930 (Arambula-D)	Medi-Cal: comprehensive perinatal services. <ul style="list-style-type: none"> Would cover additional comprehensive perinatal assessments provide additional services during the one-year postpregnancy eligibility period. 	Watch	Assembly Health
AB 1937 (Patterson-R)	Medi-Cal: out-of-pocket pregnancy costs. <ul style="list-style-type: none"> Would make pregnant Medi-Cal beneficiaries eligible for reimbursement for “out-of-pocket pregnancy related costs” up to \$1,250. 	Watch	Assembly Health

Housing & Homelessness

Bill Number & Author	Description	Position	Status
Homelessness			
AB 2211 (Ting-D)	Shelter crisis: homeless shelters. <ul style="list-style-type: none"> Would exempt a private homeless shelter within a local jurisdiction that is in a shelter crisis from compliance with local building approval procedures or certain state laws; would suspend specified landlord tenant laws provided that the local jurisdiction has adopted the certain health and safety standards and procedures, among other things. 	Watch	Assembly Housing and Community Development
AB 2220 (Muratsuchi-D)	Homeless Courts Pilot Program. <ul style="list-style-type: none"> Would create a program to provide comprehensive community-based services to achieve stabilization for chronically homeless individuals. 	Watch	Assembly Judiciary
AB 2631 (O'Donnell)	Government Claims Act. <ul style="list-style-type: none"> Would provide that a public entity is liable for injury relating to the effects of that public entity's homelessness policies on another public entity. 	Watch	Assembly Local Government
AB 2755 (Muratsuchi-D)	Right to housing. <ul style="list-style-type: none"> Would create a personal right to housing or shelter; would establish an obligation for the unhoused to seek out and utilize available local housing or shelter options. 	Watch	Assembly Judiciary
SCA 9 (Gonzalez-D)	Personal rights: right to housing. <ul style="list-style-type: none"> Would declare that the fundamental human right to housing exists in this state. 	Watch	Senate Housing

Affordable Housing			
AB 1850 (Ward-D)	Public housing: unrestricted housing. <ul style="list-style-type: none"> Would prohibit a local government from acquiring unrestricted housing unless each unit in the development meets specified affordability criteria. 	Watch	Assembly Housing and Community Development
AB 1910 (Garcia, Cristina-D)	Publicly owned golf courses: conversion: affordable housing. <ul style="list-style-type: none"> Would create a grant program for local agencies that convert a golf course owned by the local agency into housing and publicly accessible open space. 	Watch	Assembly Local Government
AB 2006 (Berman-D)	Regulatory agreements: compliance monitoring. <ul style="list-style-type: none"> Would require the Department of Housing and Community Development, the California Housing Finance Agency, and the California Tax Credit Allocation Committee to enter into a memorandum of understanding to streamline the compliance monitoring of affordable housing developments. 	Watch	Assembly Housing and Community Development
AB 2053 (Lee-D)	The Social Housing Act. <ul style="list-style-type: none"> Would create the California Housing Authority to produce and acquire social housing developments. 	Watch	Assembly Housing and Community Development
AB 2094 (Rivas, Robert-D)	General plan: annual report: extremely low-income housing. <ul style="list-style-type: none"> Would require counties and cities to include progress towards meeting their share of regional housing needs for extremely low income households in their housing element annual progress report 	Support*	Assembly Local Government
ACA 14 (Wicks-D)	Homelessness and Affordable Housing <ul style="list-style-type: none"> Would create the Housing Opportunities for Everyone (HOPE) Act, an account in the General Fund, into which 5% of the General Fund would be transferred into to fund matters related to homelessness and affordable housing. 	Watch	Print
SB 886 (Wiener-D)	California Environmental Quality Act: exemption: public universities: housing projects. <ul style="list-style-type: none"> Would exempt from CEQA a housing project carried out by a public university on real property owned by the university if the project meets certain requirements. 	Watch	Senate Environmental Quality
Planning and Zoning			
AB 2097 (Friedman-D)	Residential and commercial development: remodeling, renovations, and additions: parking requirements. <ul style="list-style-type: none"> Would prohibit a public agency from imposing a minimum automobile parking requirement if the development is located within one-half mile of public transit. 	Watch	Assembly Local Government
AB 2334 (Wicks-D)	Density Bonus Law: affordability: incentives or concessions in low vehicle travel areas: parking standards: definitions. <ul style="list-style-type: none"> Would, among other things, allow low-income housing developments to increase their height if the project is located within a low vehicle travel area. 	Watch	Assembly Housing and Community Development
AB 2339 (Bloom-D)	Housing element: emergency shelters: regional housing need. <ul style="list-style-type: none"> Would require each city and county to ensure that its housing program can accommodate its remaining unmet share of the regional housing need and any remaining unaccommodated share of the regional housing need from the prior planning period, among other things. 	Watch	Assembly Housing and Community Development

AB 2430 (Grayson-D)	Tiny homes. <ul style="list-style-type: none"> Would provide for the creation by local ordinance or ministerial approval of tiny homes. 	Watch	Assembly Housing
AB 2762 (Bloom-D)	Housing: parking lots. <ul style="list-style-type: none"> Intends to allow local agencies to build affordable housing on parking lots that serve public parks and recreational facilities. 	Watch	Print
SB 6 (Caballero-D)	Local planning: housing: commercial zones. <ul style="list-style-type: none"> Would establish housing as an allowable use on any parcel zoned for office or retail uses. 	Watch CSAC and UCC opposed	Assembly Housing and Community Development
SB 1292 (Stern-D)	Land use: development restriction: fire hazard severity zones. <ul style="list-style-type: none"> Would authorize a city or county to restrict the development of residential housing in moderate, high and very high fire hazard severity zones. 	Watch	Senate Housing
SB 1369 (Wieckowski-D)	Adaptive reuse projects: by-right: funding. <ul style="list-style-type: none"> Would make an adaptive reuse project a use by right in all areas regardless of zoning. 	Watch	Senate Governance and Finance
SB 1404 (Stern-D)	California Environmental Quality Act: oak woodlands. <ul style="list-style-type: none"> Would require a public agency to determine whether a project within its jurisdiction may result in a conversion of oak woodlands that will have a significant effect on the environment and to require certain oak woodlands mitigation alternatives; would provide that the removal of 3 or more oak trees within an oak woodland constitutes a significant effect on the environment. 	Watch	Senate Environmental Quality
Vulnerable Populations			
AB 411 (Irwin-D)	Veterans Housing and Homeless Prevention Bond Act of 2022. <ul style="list-style-type: none"> Would enact the Veterans Housing and Homeless Prevention Bond Act of 2022 to authorize the issuance of \$6B in bonds to provide additional funding for the VHHPA. 	Watch	Senate Rules
AB 1615 (Ting-D)	Foster youth: housing. <ul style="list-style-type: none"> Would extend eligibility and priority for the housing navigator program to help young adults who are 18 to 24 years of age, with priority given to foster youth. 	Watch	Assembly Human Services
AB 1816 (Bryan-D)	Reentry Housing and Workforce Development Program. <ul style="list-style-type: none"> Would provide grants for housing, services, and interventions to allow people with recent histories of incarceration to exit homelessness and remain stably housed. 	Watch	Assembly Appropriations
AB 2547 (Nazarian-D)	Housing Stabilization to Prevent and End Homelessness Among Older Adults and People with Disabilities Act. <ul style="list-style-type: none"> Would require the California Department of Aging to create and administer the Housing Stabilization to Prevent and End Homelessness Among Older Adults and People with Disabilities Program. 	Watch	Assembly Housing and Community Development
SB 234 (Wiener-D)	Transition Aged Youth Housing Program. <ul style="list-style-type: none"> Would create a housing program for transition aged youth; Would award grants to local government agencies and nonprofit corporations. 	Watch CBHDA in support	Assembly Desk
SB 914 (Rubio, Susan-D)	HELP Act.	Watch	Senate Human Services

	<ul style="list-style-type: none"> Would require cities, counties, and continuums of care receiving state homelessness funding to ensure that the needs of victim service providers and survivors of violence are incorporated into homelessness planning and responses. 		
Fees			
AB 2063 (Berman-D)	Density bonuses: affordable housing impact fees. <ul style="list-style-type: none"> Would prohibit affordable housing impact fees from being imposed on a housing development's density bonus units. 	Watch	Assembly Housing and Community Development
AB 2186 (Grayson-D)	Housing Cost Reduction Incentive Program. <ul style="list-style-type: none"> Would establish a program to reimburse cities and counties for development impact fee waivers or reductions provided to qualified rental housing developments. 	Watch	Assembly Housing and Community Development
Financing			
ACA 1 (Aguiar-Curry-D)	Local government financing: affordable housing and public infrastructure: voter approval. <ul style="list-style-type: none"> Would authorize a local government to levy an ad valorem tax to fund public infrastructure, affordable housing, or permanent supportive housing, if the proposition approved by 55% of the voters of the local government. 	Watch CSAC in support	Assembly Local Government
AB 1945 (Aguiar-Curry-D)	Affordable Disaster Housing Revolving Development and Acquisition Program. <ul style="list-style-type: none"> Would fund the certain expenses, acquisition, construction, and rehabilitation of property to develop or preserve affordable housing in the state's declared disaster area. 	Watch CSAC in support	Assembly Appropriations
AB 2049 (Villapudua-D)	Housing: EO N-06-19 State Land Affordable Housing Infrastructure, Demolition, Abatement, and Remediation Fund: grant program. <ul style="list-style-type: none"> Would establish a grant program for the construction of infrastructure, demolition of existing buildings, abatement, or remediation of qualified development projects. 	Watch	Assembly Housing and Community Development
AB 2233 (Quirk-Silva-D)	Public Housing Loan Fund and Program: Public Housing Financing Authority. <ul style="list-style-type: none"> Would establish a program to make loans to local agencies to cover construction costs for public housing on property owned by the local agency, among other things. 	Watch	Assembly Housing and Community Development
AB 2305 (Grayson-D)	Housing Finance: Coordinated Housing Finance Committee. <ul style="list-style-type: none"> Would establish a committee to allocate state-controlled resources for the finance of affordable rental housing through a single process and competition. 	Watch	Assembly Housing and Community Development
SCA 2 (Allen-D)	Public housing projects. <ul style="list-style-type: none"> Would repeal the California Constitution's prohibition on the development, construction, or acquisition of a low-rent housing project unless a majority of the qualified electors of the jurisdiction approve the project at an election. 	Watch CSAC in support	Assembly Desk
Tenancy			
AB 2179 (Grayson-D)	COVID-19 relief: tenancy. <ul style="list-style-type: none"> Would extend the COVID-19 eviction moratorium and rental relief program until July 1, 2022. 	Watch	Assembly Judiciary
SB 843 (Glazer-D)	Taxation: renters' credit. <ul style="list-style-type: none"> Would increase the credit amount for a qualified renter from \$60 to \$1,000. 	Watch	Senate Governance and Finance
SB 847 (Hurtado-D)	COVID-19 relief: tenancy: grant program.	Watch	Senate Judiciary

	<ul style="list-style-type: none"> Would create a grant program for landlords who have applied for rental assistance funds pursuant to the State Rental Assistance Program and either received a negative final decision or haven't received a response within 20 days. 		
SB 1017 (Eggman-D)	<p>Leases: termination of tenancy: abuse or violence.</p> <ul style="list-style-type: none"> Would prohibit a landlord from terminating or failing to renew a tenancy based on an act of violence against a tenant. 	Watch	Senate Judiciary

Human & Social Services

Bill Number & Author	Description	Position	Status
Foster Youth			
AB 808 (Stone-D)	<p>Foster youth.</p> <ul style="list-style-type: none"> Would create a Specialized Foster Home to provide 24-hour care for foster children that is in the residence of the foster parent(s) with enhanced care and supervision provided by foster parent(s) that have completed specialized training; would create a five-year children's crisis continuum pilot program; among other things. 	Watch CBHDA in support	Senate Health
AB 1051 (Bennett-D)	<p>Medi-Cal: specialty mental health services: foster youth</p> <ul style="list-style-type: none"> Would prohibit presumptive transfer from applying to foster youth placed in a group home or a short-term residential therapeutic program outside of the county of original jurisdiction. 	Watch CBHDA in support	Inactive file
AB 1683 (Davies-R)	<p>Foster youth: savings accounts.</p> <ul style="list-style-type: none"> Would develop a program to give children in the foster care system who are 12 years of age or older access to a savings account at a financial institution. 	Watch	Assembly Human Services
AB 2259 (Berman-D)	<p>Foster youth: substance use disorders.</p> <ul style="list-style-type: none"> Would establish a grant program to fund evidence-based models to serve foster youth with substance use disorders who are residing in family-based settings. 	Watch	Assembly Human Services
AB 2579 (Bennett-D)	<p>Child welfare: intensive family finding.</p> <ul style="list-style-type: none"> Would require county placing agencies to implement model practices for intensive family finding and support for foster children, among other things. 	Watch	Assembly Human Services
AB 2786 (Stone-D)	<p>Children's Crisis Continuum Pilot Program.</p> <ul style="list-style-type: none"> Would expand the pilot program to provide services to Medi-Cal eligible youth in addition to foster youth. 	Watch	Assembly Human Services
AB 2945 (Arambula-D)	<p>Foster care: extracurricular activities.</p> <ul style="list-style-type: none"> Would establish a grant program for foster youth to participate in various activities to enhance their skills, abilities, self-esteem, or overall well-being. 	Watch	Assembly Human Services
SB 854 (Skinner-D)	<p>Hope, Opportunity, Perseverance, and Empowerment (HOPE) for Children Act of 2022.</p> <ul style="list-style-type: none"> Would create a program to provide eligible children, including those in foster care or who have a parent or guardian who died due to COVID-19, with a trust fund account. 	Watch	Senate Human Services

SB 1300 (Durazo-D)	<p>Foster youth: Supplemental Security Income.</p> <ul style="list-style-type: none"> Would require the county to screen all nonminor dependents for potential eligibility for SSI benefits and assist in applications. 	Watch	Senate Human Services
CalFresh			
SB 107 (Wiener-D)	<p>CalFresh.</p> <ul style="list-style-type: none"> Would develop a CalFresh user-centered application for seniors 60 years of age or older and for people with disabilities. 	Watch	Assembly Desk
SB 907 (Pan-D)	<p>Electronic benefits transfer systems: farmers' markets.</p> <ul style="list-style-type: none"> Would expand the use of EBT acceptance systems at farmers' markets. 	Watch	Senate Human Services
AB 1965 (Wicks-D)	<p>California Antihunger Response and Employment Training Act of 2022.</p> <ul style="list-style-type: none"> Would establish a program to provide benefits to a person who has been determined ineligible for CalFresh benefits, among other things. 	Watch	Assembly Appropriations
AB 2100 (Hurtado-D)	<p>CalFresh: Restaurant Meals Program.</p> <ul style="list-style-type: none"> Would require that all CalFresh recipients be eligible to participate in restaurant meals program. 	Watch	Assembly Human Services
SB 20 (Dodd-D)	<p>Student nutrition: eligibility for CalFresh benefits.</p> <ul style="list-style-type: none"> Would expand criteria for which a student receives written notice from the California Student Aid Commission that they may be eligible for CalFresh benefits. 	Watch	Assembly Desk
CalWORKs			
AB 2052 (Quirk-Silva-D)	<p>CalWORKs Child Education Act of 2022.</p> <ul style="list-style-type: none"> Would make a child who is less than 20 years of age, versus 19, eligible for CalWORKs assistance if they are attending high school or vocational training. 	Watch	Assembly Appropriations
AB 2277 (Reyes-D)	<p>CalWORKs: victims of abuse.</p> <ul style="list-style-type: none"> Would require a county to waive a program requirement for a recipient who has been identified as a victim of abuse when it has been determined that good cause exists. 	Watch	Assembly Human Services
AB 2300 (Kalra-D)	<p>CalWORKs and CalFresh: work requirements.</p> <ul style="list-style-type: none"> Would expand who qualifies for welfare-to-work exemptions to include parents caring for a new infant, relatives caring for young children, persons who have suffered a recent miscarriage, and more. 	Watch	Assembly Human Services
SB 996 (Kamlager-D)	<p>CalWORKs eligibility.</p> <ul style="list-style-type: none"> Would eliminate the consideration of an individual's or family's assets as a condition of eligibility for CalWORKs. 	Watch	Senate Human Services
SB 1083 (Skinner-D)	<p>CalWORKs: pregnancy and homeless assistance.</p> <ul style="list-style-type: none"> Would make homeless assistance available to a family that is in danger of becoming homeless and would additionally provide that a family is considered homeless if they receive any notice that may lead to an eviction, among other things. 	Watch	Senate Human Services
Other Benefits			
AB 1941 (Salas-D)	<p>State Supplementary Program for the Aged, Blind, and Disabled: aid amount.</p> <ul style="list-style-type: none"> Would increase the State Supplementary Program for the Aged, Blind, and Disabled (SSP) by \$600, contingent on state budget conditions. 	Watch	Assembly Human Services

AB 2189 (Friedman-D)	Expectant parent benefit: clothing allowance. <ul style="list-style-type: none"> Would expand eligibility for the expectant parent benefit to include dependents who are under the dependency jurisdiction of the juvenile court; would require a county, if the county opts to provide a clothing allowance, to provide the clothing allowance to a dependent who is under the dependency jurisdiction of the juvenile court. 	Watch	Assembly Human Services
SB 1066 (Hurtado-D)	California Supplemental Pay for Farmworkers Pilot Project. <ul style="list-style-type: none"> Would provide \$1,000 cash payments to certain households that include a person who worked as a farmworker during the pandemic. 	Watch	Senate Human Services

Information Services

Bill Number & Author	Description	Position	Status
AB 2677 (Gabriel-D)	Information Practices Act of 1977. <ul style="list-style-type: none"> Would subject local agencies to the Information Practices Act of 1977, which prescribes a set of requirements, prohibitions, and remedies to agencies with regard to their collection, storage, and disclosure of personal information, among other things. 	Watch	Assembly Privacy and Consumer Protection
AB 2749 (Quirk-Silva-D)	Communications: California Advanced Services Fund. <ul style="list-style-type: none"> Would require the Public Utilities Commission to approve projects that provide last-mile broadband access to areas that include households that are unserved by an existing facility-based broadband provider. 	Watch	Assembly Communications and Conveyance
SB 876 (Becker-D)	Educational technology: Digital Education Equity Program: county offices of education: State Digital Equity Plan. <ul style="list-style-type: none"> Would establish the Digital Education Equity Program (DEEP) to provide technical assistance and teacher professional development to school districts, county offices of education, and charter schools on the implementation of educational technology. 	Watch	Senate Education

Labor & Employment

Bill Number & Author	Description	Position	Status
AB 1041 (Wicks-D)	Leave. <ul style="list-style-type: none"> Would expand the population that an employee can take leave to care for to include any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. 	Watch	Inactive file
AB 1751 (Daly-D)	Workers' compensation: COVID-19: critical workers. <ul style="list-style-type: none"> Would extend the provisions that include illness or death from COVID-19 in the definition of "injury" for workers' compensation purposes, among other things. 	Watch	Assembly Insurance
AB 1949 (Low-D)	Employees: bereavement leave. <ul style="list-style-type: none"> Would make it an unlawful employment practice for an employer to refuse a request by an employee to take bereavement leave upon the death of a family member. 	Watch	Assembly Judiciary

AB 1993 (Wicks-D)	<p>Employment: COVID-19 vaccination requirements.</p> <ul style="list-style-type: none"> Would require an employer to require each person who is an employee or independent contractor, and who is eligible to receive the COVID-19 vaccine, to show proof to the employer that the person has been vaccinated against COVID-19. 	Watch	Assembly Labor and Employment
AB 2182 (Wicks-D)	<p>Discrimination: family responsibilities.</p> <ul style="list-style-type: none"> Would prohibit employment discrimination on account of family responsibilities and would recognize the opportunity to seek, obtain, and hold employment without discrimination because of family responsibilities as a civil right. 	Watch	Assembly Labor and Employment
AB 2188 (Quirk-D)	<p>Discrimination in employment: use of cannabis.</p> <ul style="list-style-type: none"> Would make it unlawful for an employer to discriminate against a person based upon the person's use of cannabis off the job and away from the workplace. 	Watch	Assembly Labor and Employment
AB 2693 (Reyes-D)	<p>COVID-19: exposure.</p> <ul style="list-style-type: none"> Would extend the ability of CalOSHA to shut down a place of employment due to COVID-19 exposure risk until January 1, 2025, among other things. 	Watch	Assembly Labor and Employment

Local Government

Bill Number & Author	Description	Position	Status
AB 1608 (Gipson-D)	<p>County officers: consolidation of offices.</p> <ul style="list-style-type: none"> Would delete the authority to combine the duties of the sheriff with the duties of the coroner. 	Watch	Assembly Local Government
AB 1944 (Lee-D)	<p>Local government: open and public meetings.</p> <ul style="list-style-type: none"> Would delete the requirement that an individual participating in a Brown Act meeting remotely from a non-public location must disclose the address of the location. If the governing body chooses to allow for remote participation, it must also provide video streaming and offer public comment via video or phone. 	Watch	Assembly Local Government
AB 2449 (Rubio, Blanca-D)	<p>Open meetings: local agencies: teleconferences.</p> <ul style="list-style-type: none"> Would authorize a local agency to use teleconferencing without complying with certain requirements if certain conditions are met. 	Watch	Assembly Local Government
SB 1100 (Cortese-D)	<p>Open meetings: orderly conduct.</p> <ul style="list-style-type: none"> Would authorize the members of the legislative body conducting a meeting to remove an individual for willfully interrupting the meeting, among other things. 	Watch	Senate Judiciary
SB 1449 (Caballero-D)	<p>Office of Planning and Research: grant program: annexation of unincorporated areas.</p> <ul style="list-style-type: none"> Would establish a program to issue a grant to a city for the purpose of funding infrastructure projects related to the proposed or completed annexation of a substantially surrounded unincorporated area. 	Watch	Senate Governance and Finance

Parks

Bill Number & Author	Description	Position	Status
AB 30 (Kalra-D)	Outdoor access to nature: environmental quality. <ul style="list-style-type: none"> Would declare that it is the established policy of the state that all Californians have safe and affordable access to nature and access to the benefits of nature. 	Watch	Senate Rules
AB 1789 (Bennett-D)	Outdoor recreation: California Trails Commission: Trails Corps Program: grant program. <ul style="list-style-type: none"> Would create a commission to promote policies and investment opportunities that maximize the benefits of trails; would appropriate \$75,000,000 for competitive grants. 	Watch	Assembly Water, Parks and Wildlife
AB 2346 (Gabriel-D)	Outdoor recreation: Equitable Access Grant Program. <ul style="list-style-type: none"> Would establish a program to provide financial and technical assistance to local governments and nonprofits to improve the use, equitable admittance and engagement with the public in stewardship of outdoor recreation areas. 	Watch	Assembly Water, Parks and Wildlife
SB 624 (Hueso-D)	Environmental Equity and Outdoor Access Act. <ul style="list-style-type: none"> Would set forth the state's commitment to ensure all Californians can benefit from, and have meaningful access to, the state's rich cultural and natural resources. 	Watch	Assembly Appropriations

Public Safety and Justice

Bill Number & Author	Description	Position	Status
Firearms			
AB 228 (Rodriguez-D)	Firearms. <ul style="list-style-type: none"> Would require the Department of Justice to conduct inspections of firearms dealers unless the dealer is located in a jurisdiction that has adopted an inspection program. 	Watch	Senate Rules
AB 452 (Friedman-D)	Pupil safety: parental notification: firearm safety laws. <ul style="list-style-type: none"> Would require local educational agencies to inform parents or guardians of enrolled pupils of laws relating to the safe storage of firearms. 	Watch	Senate Rules
AB 1594 (Ting-D)	Firearms: civil suits. <ul style="list-style-type: none"> Would specify that a gun industry member has created or maintained a public nuisance if their failure to follow federal, state, or local law caused injury or death or if the gun industry member engaged in unfair business practices. 	Watch	Assembly Judiciary
AB 1621 (Gipson-D)	Firearms: unserialized firearms. <ul style="list-style-type: none"> Would extend the definition of a firearm to include a firearm precursor part; would prohibit the sale, transfer, or possession of an unserialized firearm precursor part. 	Watch	Assembly Public Safety
AB 1869 (Rodriguez-D)	Firearms: unserialized firearms. <ul style="list-style-type: none"> Would make the possession of an unserialized firearm punishable as a felony. 	Watch	Assembly Public Safety
AB 2156 (Wicks-D)	Firearms: manufacturers. <ul style="list-style-type: none"> Would prohibit any person, regardless of federal licensure, from manufacturing firearms in the state without being licensed by the state; would also decrease the manufacturing 	Watch	Assembly Public Safety

	threshold requiring state licensure from 50 or more firearms in a calendar year to 4 or more firearms in a calendar year.		
AB 2239 (Maienschein-D)	Firearms: prohibited persons. <ul style="list-style-type: none"> Would prohibit a person convicted of a misdemeanor for child abuse or elder abuse from carrying a concealed firearm, carrying a loaded firearm in public, permitting the illegal carrying of a firearm in a vehicle, or openly carrying an unloaded handgun from possessing a firearm. 	Watch	Assembly Public Safety
AB 2253 (Bonta-D)	Gun violence: public health crisis. <ul style="list-style-type: none"> Would declare that it is established policy of the state that gun violence is required to be recognized and addressed as a public health crisis. 	Watch	Assembly Public Safety
AB 2545 (Muratsuchi-D)	Theft: receiving stolen property: firearms. <ul style="list-style-type: none"> Would, upon approval by the voters, make knowingly buying or receiving a stolen firearm regardless of the value of the firearm, punishable as either a misdemeanor or a felony. 	Watch	Assembly Public Safety
AB 2571 (Bauer-Kahan)	Firearms: advertising to minors. <ul style="list-style-type: none"> Would prohibit the marketing of certain categories of weapons to children. 	Watch	Assembly Privacy and Consumer Protection
SB 906 (Portantino-D)	School safety: mass casualty threats: firearm disclosure. <ul style="list-style-type: none"> Would require local educational agencies to collect information from parents about guns stored at home and would mandate searches and reporting if there is a threat of danger or mass casualty, among other things. 	Watch	Senate Education
SB 915 (Min-D)	Firearms: state property. <ul style="list-style-type: none"> Would ban the sale of firearms or ammunition on state property. 	Watch	Senate Appropriations
SB 1327 (Hertzberg-D)	Firearms: private rights of action. <ul style="list-style-type: none"> Would allow private citizens to sue anyone who manufactures, distributes, transports, imports into California or sells illegal assault weapons, .50 BMG rifles, ghost guns or ghost gun kits. 	Watch	Senate Judiciary
Diversion			
AB 2167 (Kalra-D)	Crimes: alternatives to incarceration. <ul style="list-style-type: none"> Would require a court to consider alternatives to incarceration, including collaborative justice court programs, diversion, restorative justice, and probation. 	Watch	Assembly Public Safety
Competence to Stand Trial			
AB 1630 (Weber-D)	Competence to stand trial: statewide application. <ul style="list-style-type: none"> Would shift the burden of proof to the prosecution to prove a finding of competence to stand trial when a court-appointed psychiatrist or licensed psychologist indicates that the defendant is incompetent. 	Watch	Association Appropriations
Officer Employment			
AB 655 (Kalra-D)	California Law Enforcement Accountability Reform Act. <ul style="list-style-type: none"> Would require background investigations to include an inquiry into whether a candidate for specified peace officer positions has engaged in membership in a hate group, participation in hate group activities, or public expressions of hate. 	Watch	Senate Rules

AB 1836 (Maienschein-D)	Peace officers: mental health. • Would establish a grant program for the purpose of addressing officer wellness and mental health support.	Watch	Assembly Public Safety
AB 2062 (Salas-D)	Local law enforcement hiring grants. • Would establish a grant program for local law enforcement agencies to incentivize peace officers to work in local law enforcement agencies that are in underserved communities and to live in the communities that they are serving.	Watch	Assembly Public Safety
AB 2229 (Rivas, Luz-D)	Peace officers: minimum standards: bias evaluation. • Would require the peace officers be evaluated and found to be free of bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation.	Watch	Assembly Public Safety
AB 2583 (Mullin-D)	Peace officers: training. • Would require POST to revise field training to include instruction on how to effectively interact with persons with Alzheimer's disease or dementia.	Watch	Assembly Public Safety
SB 960 (Skinner-D)	Public employment: peace officers: citizenship. • Would remove the provision that requires peace officers to either be a citizen of the United States or be a permanent resident who is eligible for and has applied for citizenship.	Watch	Senate Appropriations
SB 1464 (Pan-D)	Law enforcement: public health orders. • Would require sheriffs and peace officers to enforce all orders of the State Department of Public Health or of the local health officer issued for the purpose of preventing the spread of any contagious, infectious, or communicable disease.	Watch	Senate Health
Probation			
AB 547 (McCarty-D)	Domestic violence: victim's rights. • Would require the county probation department to notify a victim of domestic violence or abuse of the perpetrator's proposed address they are being released on probation.	Watch	Senate Rules
AB 1744 (Levine)	Probation and mandatory supervision: flash incarceration. • Would extend the use of flash incarceration by county probation departments until January 1, 2028.	Watch CSAC in support	Senate Rules
AB 1750 (Davies-R) / SB 904 (Bates-R)	Controlled substances: treatment. • Would allow the court to order the defendant to complete a controlled substance education or treatment program approved by the probation department.	Watch	Assembly Appropriations/ Senate Public Safety
SB 990 (Hueso-D)	Parole: county of release. • Would, in determining whether to release an inmate in a county different than their last legal residents, require the paroling authority to consider the existence of a housing option in another county.	Watch	Senate Public Safety
Jails			
AB 1782 (Jones-Sawyer-D)	Jails: commissary. • Would require money in the inmate welfare fund to be expended solely for the benefit, education, and welfare of incarcerated people.	Watch	Assembly Floor
AB 2023 (Bennett-D)	Jails: discharge plans.	Watch	Assembly Appropriations

	<ul style="list-style-type: none"> Would grant a person incarcerated in a county jail up to 3 free telephone calls from a telephone in the county jail to plan for a safe and successful release. 		
AB 2632 (Holden-D)	Segregated confinement. <ul style="list-style-type: none"> Would require every jail to develop and follow written procedures governing the management of segregated confinement. 	Watch	Assembly Public Safety
AB 2761 (McCarty-D)	Death certificates: death while in law enforcement custody. <ul style="list-style-type: none"> Would require a certificate of death to reflect when the decedent died through use of force by a peace officer, while in custody of a peace officer, or while in the custody of state or local law enforcement, including a city or county jail or state prison. 	Watch	Assembly Public Safety
Fines and Fees			
AB 1685 (Bryan-D)	Vehicles: parking violations. <ul style="list-style-type: none"> Would require a processing agency to forgive up to \$1,500 in parking fines and fees for a qualified homeless person, among other things. 	Watch	Assembly Transportation
AB 1803 (Jones-Sawyer-D)	Probation: ability to pay. <ul style="list-style-type: none"> Would exempt a person who meets the current criteria for a waiver of court fees and costs from being obligated to pay certain fees. 	Watch	Assembly Appropriations
AB 1826 (Nguyen-R)	Traffic violation fees. <ul style="list-style-type: none"> Would prohibit a local authority from issuing a fine or penalty for a turning violation alone and recorded by an automated traffic enforcement system. 	Watch	Assembly Transportation
AB 2125 (Rodriguez-D)	Booking fees: crimes related to sex purchasing. <ul style="list-style-type: none"> Would make a person lawfully arrested for an offense as a sex purchaser liable to the arresting agency for booking costs. 	Watch	Assembly Transportation
AB 2418 (Kalra-D)	Misdemeanors: fines. <ul style="list-style-type: none"> Would reduce misdemeanor fines from \$1,000 to \$500. 	Watch	Assembly Public Safety
SB 262 (Hertzberg-D)	Bail. <ul style="list-style-type: none"> Would require bail to be set at \$0 for all offenses except, for certain serious offenses. 	Watch	Inactive file
SB 355 (Becker-D)	Court fees and costs: waiver. <ul style="list-style-type: none"> Would expand the categories of persons eligible for a waiver of fees and costs charged by California courts. 	Watch	Inactive file
Substance Abuse			
AB 1673 (Seyarto-R)	California Fentanyl Abuse Task Force. <ul style="list-style-type: none"> Would establish the California Fentanyl Abuse Task Force. 	Watch	Assembly Public Safety
SB 1350 (Melendez-R)	Controlled substances: homicide resulting from the illegal furnishing of a controlled substance. <ul style="list-style-type: none"> Would provide that if a person who sells, furnishes, administers, or gives a controlled substance to another person and it causes that person's death, the person who provided the controlled substance is guilty of involuntary manslaughter. 	Watch	Senate Public Safety
Open Data			
SB 1000 (Becker-D)	Law enforcement agencies: radio communications.	Watch	Senate Public Safety

	<ul style="list-style-type: none"> Would require a law enforcement agency to ensure public access to their radio communications. 		
Interactions with People with Disabilities			
SB 882 (Eggman-D)	<p>Advisory Council on Improving Interactions between People with Intellectual and Development Disabilities and Law Enforcement.</p> <ul style="list-style-type: none"> Would create a council to evaluate existing training for peace officers specific to interactions with individuals with intellectual and developmental disabilities. 	Watch	Senate Appropriations
Human Trafficking			
AB 2553 (Grayson-D)	<p>Human trafficking Act: California Multidisciplinary Alliance to Stop Trafficking (California MAST).</p> <ul style="list-style-type: none"> Would examine collaborative models between governmental and nongovernmental organizations for protecting victims of trafficking, among other related duties. 	Watch	Assembly Public Safety
AB 2687 (Committee on Business and Professions)	<p>California Massage Therapy Council.</p> <ul style="list-style-type: none"> Vehicle for the CAMTC sunset oversight bill. 	In support of the CAMTC's current model to combat human trafficking*	Assembly Business and Professions
Theft			
AB 1597 (Waldon-R)/ SB 1108 (Bates-R)	<p>Shoplifting: increased penalties for prior crimes.</p> <ul style="list-style-type: none"> Would reinstate a provision of law that was repealed by Proposition 47 that provides that a person who has been convicted 3 or more times of petty theft, grand theft, or other specified crimes and who is subsequently convicted of petty theft is subject to imprisonment in a county jail, among other things. 	Watch	Assembly Public Safety/ Senate Public Safety
AB 1599 (Kiley-R)	<p>Proposition 47: repeal.</p> <ul style="list-style-type: none"> Would repeal the changes and additions made by Proposition 47, except those related to reducing the penalty for possession of concentrated cannabis. 	Watch	Assembly Public Safety
AB 1603 (Salas-D)	<p>Theft: shoplifting: amount.</p> <ul style="list-style-type: none"> Would amend Proposition 47 by reducing the threshold amount for petty theft and shoplifting from \$950 to \$400. 	Watch	Assembly Public Safety
AB 1698 (Maienschein-D)	<p>Organized Package Theft Act.</p> <ul style="list-style-type: none"> Would make a person guilty of organized package theft if the person acted in concert with one or more persons to steal one or more packages that have been left for delivery with the intent to sell or return the contents of the package for value, among other things. 	Watch	Assembly Appropriations
AB 2294 (Jones-Sawyer-D)	<p>Diversion for repeat retail theft crimes.</p> <ul style="list-style-type: none"> Would authorize a peace officer to detain a person arrested for a misdemeanor if there is a reasonable likelihood that the person is involved in organized retail theft; would 	Watch	Assembly Public Safety

	authorize a city or county to create a diversion or deferred entry of judgment program for persons who commit repeat theft offenses, among other things.		
Hate Crimes			
AB 485 (Nguyen-R)	Hate crimes: reporting. <ul style="list-style-type: none"> Would require local law enforcement agencies to post information relative to hate crimes on their internet websites on a monthly basis. 	Watch	Senate Rules
AB 557 (Muratsuchi-D)	Hate crimes: hotline. <ul style="list-style-type: none"> Would provide grant funds to community organizations and other local governmental agencies to operative hate crimes hotlines. 	Support*	Inactive file
AB 1947 (Ting-D)	Hate crimes: law enforcement policies. <ul style="list-style-type: none"> Would require each local law enforcement agency to adopt a hate crimes policy. 	Watch	Assembly Appropriations
AB 2282 (Bauer-Kahan-D)	Hate crimes: nooses, crosses, and swastikas. <ul style="list-style-type: none"> Would expand certain hate crimes offenses to include displaying specified hateful symbols at places such as public schools and places of worship with the intent to terrorize, and would increase the penalties for committing them. 	Watch	Assembly Public Safety
Discrimination			
AB 256 (Kalra-D)	Criminal procedure: discrimination. <ul style="list-style-type: none"> Would authorize petitions to be filed retroactively for cases that allegedly sought a conviction or sentences on the basis of race, ethnicity, or national origin. 	Watch	Senate Appropriations
AB 937 (Carrillo-D)	Immigration enforcement. <ul style="list-style-type: none"> Would prohibit law enforcement agencies to cooperate with federal immigration authorities in specified ways. 	Watch	Inactive file
AB 2147 (Ting-D)	Pedestrians. <ul style="list-style-type: none"> Would prohibit a peace officer from stopping a pedestrian for specified traffic infractions unless there is an immediate danger of collision. 	Watch	Assembly Transportation
AB 2773 (Holden-D)	Traffic or pedestrian stops: notification by peace officers. <ul style="list-style-type: none"> Would require a peace officer making a traffic or pedestrian stop, before asking any questions, to state the reason for the stop, with exceptions, among other things. 	Watch	Assembly Public Safety
Juvenile Justice			
AB 2658 (Bauer-Kahan-D)	Juveniles: electronic monitoring. <ul style="list-style-type: none"> Would prohibit electronic monitoring devices from being used to converse with a minor or to eavesdrop or record any conversation, among other things 	Watch	Assembly Public Safety
AB 2321 (Jones-Sawyer-D)	Juveniles: room confinement. <ul style="list-style-type: none"> Would limit room confinement for a juvenile to one hour and require that minors and wards are provided reasonable access to toilets at all hours. 	Watch	Assembly Public Safety
AB 2417 (Ting-D)	Juveniles: Youth Bill of Rights. <ul style="list-style-type: none"> Would make the Youth Bill of Rights applicable to youth confined in any juvenile justice facility; would require that youth have access to postsecondary academic and career technical education and programs and access to information regarding parental rights, among other things. 	Watch	Assembly Public Safety

Public Works

Bill Number & Author	Description	Position	Status
AB 1883 (Quirk-Silva-D)	Public restrooms. <ul style="list-style-type: none"> Would require each local government to complete an inventory of public restrooms that are available to the general population in its jurisdiction. 	Watch	Assembly Local Government
AB 1932 (Daly-D)	Public contracts: construction manager at-risk construction contracts. <ul style="list-style-type: none"> Would indefinitely extend the authority of a county to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any infrastructure, owned or leased by the county. 	Watch CSAC sponsored	Assembly Local Government
SB 991 (Newman-D)	Public contracts: progressive design-build: local agencies. <ul style="list-style-type: none"> Would authorize local agencies to use the progressive design-build process for public works projects in excess of \$5,000,000, similar to the progressive design-build process authorized for use by the Director of General Services. 	Watch	Senate Governance and Finance

Tax and Finance

Bill Number & Author	Description	Position	Status
AB 1626 (Nguyen-R)	Motor Vehicle Fuel Tax Law: limitation on adjustment. <ul style="list-style-type: none"> Would limit the annual adjustment of the motor vehicle fuel tax to a maximum of 2%. 	Watch	Print
AB 1638 (Kiley-R)	Motor Vehicle Fuel Tax Law: suspension of tax. <ul style="list-style-type: none"> Would suspend the imposition of the tax on motor vehicle fuels for 6 months. 	Watch	Assembly Transportation
AB 1702 (Levine-D)	Sales and Use Tax Law: exemptions: COVID-19 prevention and response goods. <ul style="list-style-type: none"> Would exempt the sale of, and the storage, use, or other consumption of, COVID-19 prevention and response goods from sales and use taxes. 	Watch	Assembly Revenue and Taxation
AB 1773 (Patterson-R)	Williamson Act: subvention payments: appropriation. <ul style="list-style-type: none"> Would appropriate an additional \$40,000,000 from the General Fund to make subvention payments to counties in proportion to the losses incurred by reason of the reduction of assessed property taxes. 	Watch	Assembly Agriculture
AB 1933 (Friedman-D)	Property taxation: welfare exemption: nonprofit corporation: low and moderate income families. <ul style="list-style-type: none"> Would exempt from property taxes property that is owned and operated by a nonprofit corporation that is for the specific and primary purpose of building and rehabilitating single or multifamily residential units and the units meet specified requirements. 	Watch	Assembly Revenue and Taxation
AB 2289 (Lee-D)	Wealth Tax: False Claims Act. <ul style="list-style-type: none"> Would, for taxable years beginning on or after January 1, 2023, and before January 1, 2025, impose an annual tax at a rate of 1.5% of a resident of this state's worldwide net worth in excess of \$1,000,000,000, or in excess of \$500,000,000 in the case of a 	Watch	Assembly Revenue and Taxation

	married taxpayer filing separately, among other things; would be subject to voter approval.		
AB 2689 (Cunningham-R)	<p>Virtual currency: payment for goods and services.</p> <ul style="list-style-type: none"> Would authorize a private or public entity in the state to accept virtual currency as a method of payment for the provision of any good or service, including any governmental service. 	Watch	Assembly Banking and Finance

Transportation

Bill Number & Author	Description	Position	Status
AB 455 (Bonta-D)	<p>San Francisco-Oakland Bay Bridge: transit-only traffic lanes.</p> <ul style="list-style-type: none"> Would authorize the Bay Area Toll Authority to designate transit-only traffic lanes on the San Francisco-Oakland Bay Bridge. 	Watch	Senate Transportation
AB 1713 (Boerner Horvath-D)	<p>Vehicles: required stops: bicycles.</p> <ul style="list-style-type: none"> Would permit a person riding a bicycle approaching a stop sign to yield the right-of-way, rather than stopping, to any vehicles. 	Watch	Assembly Transportation
AB 2120 (Ward-D)	<p>Transportation finance: federal funding: bridges.</p> <ul style="list-style-type: none"> Would restore a historic formula used to distribute dedicated federal bridge funding and apply it to funds California will receive from the Infrastructure Investment and Jobs Act. 	Support* CSAC sponsored	Assembly Transportation
AB 2237 (Friedman-D)	<p>Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.</p> <ul style="list-style-type: none"> Would require that projects and programs included in each regional transportation improvement program also be consistent with the most recently prepared sustainable communities strategy of the regional transportation planning agency and the state's climate goals. 	Watch	Assembly Transportation
AB 2264 (Bloom-D)	<p>Pedestrian crossing signals.</p> <ul style="list-style-type: none"> Would require the Department of Transportation and local authorities to update all pedestrian control signals to give pedestrians a head start to enter an intersection. 	Watch	Assembly Transportation
AB 2438 (Friedman-D)	<p>Transportation projects: alignment with state plans.</p> <ul style="list-style-type: none"> Would require all transportation projects funded at the local or state level to align with the California Transportation Plan and the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency. 	Watch	Assembly Transportation
AB 2807 (Bonta-D)	<p>Transportation funding programs: eligibility: public transportation ferries.</p> <ul style="list-style-type: none"> Would expand the purposes of the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program to include the funding of zero- and near-zero-emission public transportation ferry technologies. 	Watch	Assembly Transportation
SB 922 (Wiener-D)	<p>California Environmental Quality Act: exemptions: transportation-related projects.</p> <ul style="list-style-type: none"> Would exempt from CEQA certain components bicycle transportation plans for an urbanized area and would exempt certain components for pedestrian improvements. 	Watch	Senate Environmental Quality

SB 1049 (Dodd-D)	<p>Transportation Resilience Program.</p> <ul style="list-style-type: none"> Would allocate funds for climate adaptation planning and resilience improvements that address or mitigate the risk of recurring damage to surface transportation assets from extreme weather events, sea level rise, or other climate change-fueled natural hazards. 	Watch	Senate Appropriations
SB 1410 (Caballero-D)	<p>California Environmental Quality Act: transportation impacts.</p> <ul style="list-style-type: none"> Would require the criteria for determining the significance of transportation impacts of projects to only promote the reduction of greenhouse gas emissions. 	Watch	Senate Environmental Quality

State Budget Actions

Topic	Description
VLF	In opposition to the State's proposal to fulfill their obligation to backfill local VLF funds by taking County ERAF funds; In support of the proposed backfill timeline.
Alternative Health Care Service Plan	In opposition to the single statewide Medi-Cal contract for Kaiser.
Hepatitis B Abatement	In support of a \$8 million General Fund allocation to support Hepatitis B outreach, screening, linkage to and retention in care demonstration projects.
Public Health Equity and Readiness Opportunity Initiative	In support of \$186.4 million General Fund allocation to preserve and bolster the public health workforce.
APS Training	In support of a \$4.6 million General Fund annual allocation to continue and increase support for the Adult Protective Services training program.
Build Capacity for Masters of Social Work	In support of a \$118 million General Fund allocation to increase the number and diversity of Masters-level social workers in California available to serve children served by county child welfare departments and older adults served by Adult Protective Services.



County of San Mateo

Inter-Departmental Correspondence

Department: GOVERNING BOARD

File #: 22-246

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Ann M. Stillman, Interim Director of Public Works
Subject: Amendments to Two Fair Oaks Sewer Maintenance District Agreements with the Town of Woodside and City of Redwood City

RECOMMENDATION:

Acting as the Governing Board of the Fair Oaks Sewer Maintenance District, adopt a resolution authorizing:

- A) An amendment to the agreement for transmission of sanitary sewage by and between the Fair Oaks Sewer Maintenance District and the Town of Woodside; and
- B) An amendment to the agreement for sanitary sewerage treatment capacity rights and services by and between the Fair Oaks Sewer Maintenance District, the Town of Woodside, and the City of Redwood City.

BACKGROUND:

On August 7, 2001 this Board authorized the two agreements referenced above. The agreements are applicable to the Town Center Sewer Assessment District (TCSAD), which is located within the Town of Woodside (Town). These agreements must be amended if parcels are added to the TCSAD to provide for the transmission of sanitary sewage from the parcel and the treatment thereof. The City of Redwood City (City) has provided the TCSAD use of their treatment capacity and facilities for transmission of sewage as stipulated by one of the agreements. The agreements specify the compensation requirements for the Town to the Fair Oaks Sewer Maintenance District (FOSMD) and City.

This Board previously authorized nine similar amendments for modifying the TCSAD service area, including to allow sewer connections of other properties with failing septic systems to the TCSAD.

DISCUSSION:

The residence at 395 Miramontes Road (APN 072-151-390) is within the Town, has a failed septic

system, and is outside the TCSAD area. The Town has requested that the sewerage agreements be amended in order that sewer service through the TCSAD can be provided to the property.

The property is adjacent to but was not included in the TCSAD when the TCSAD was originally created. The Town has requested that the property be provided sewer service through the TCSAD, which includes existing sewer facilities adjacent to the property that can be utilized to provide the service.

The original agreements allow for amendments and staff believes the proposed amendments are justified as the Town has confirmed that the property's septic system has failed, cannot be repaired, and is a potential public health hazard. The Town has authorized sewer service to the property through execution of the Town Resolution No. 2021-7417 on May 25, 2021 (attached). The Town's Resolution authorized annexation of the property to the TCSAD and execution of amendments to the agreements.

County Counsel has reviewed and approved the resolution and amendments to the agreements as to form.

FISCAL IMPACT:

The terms of the original agreement provide that the FOSMD shall receive a connection fee equal to \$5,466 per parcel and an annual amount equal to one-third (1/3) of FOSMD's annual Sewer Service Charge, which is currently \$985 per year for transporting sewage through the FOSMD's existing facilities. The Sewer Service Charge will be collected separately through the biannual payments from the Town of Woodside. The amendments ensure that the FOSMD and City are appropriately compensated by the Town for the use of their facilities. The Department also charges a miscellaneous fee of \$200 as provided by the County Ordinance to cover the staff time involved in reviewing the Amendments and preparing the staff report.

There is no impact to the General Fund.

Attachment: Town of Woodside Resolution 2021-7417

RESOLUTION NO. _____

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
ACTING AS THE GOVERNING BOARD OF THE FAIR OAKS SEWER
MAINTENANCE DISTRICT**

* * * * *

RESOLUTION AUTHORIZING:

**A) AN AMENDMENT TO AN AGREEMENT FOR TRANSMISSION OF SANITARY
SEWAGE BY AND BETWEEN THE FAIR OAKS SEWER MAINTENANCE DISTRICT
AND THE TOWN OF WOODSIDE; AND**

**B) AN AMENDMENT TO AN AGREEMENT FOR SANITARY SEWERAGE
TREATMENT CAPACITY RIGHTS AND SERVICES BY AND BETWEEN THE FAIR
OAKS SEWER MAINTENANCE DISTRICT, THE TOWN OF WOODSIDE, AND THE
CITY OF REDWOOD CITY**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, acting as the Governing Board of the Fair Oaks Sewer Maintenance District (District), that

WHEREAS, the property at 395 Miramontes Road (APN 072-151-390) in the Town of Woodside (Town) has a failing septic system and presents a potential public health hazard; and

WHEREAS, the Woodside Town Council passed Resolution No. 2021-7417 which authorized annexation of said property to the Town Center Sewer Assessment District (TCSAD) and authorized execution of amendments to agreements with the City of Redwood City and the District; and

WHEREAS, it is necessary to amend the agreements approved by this Board on August 7, 2001 by Resolution Nos. 64668 and 64669, that provide for the transmission of sanitary sewage from the TCSAD and the treatment thereof, in order for said property at 395 Miramontes Road to be included in and serviced by the TCSAD; and

WHEREAS, there has been presented to this Board, forms of amendments to said agreements, which have been appropriately executed by the Town and the City of Redwood City; and

WHEREAS, the Director of Public Works has recommended that the President of this Board be authorized to execute said amendments once the applicable fees are paid to the District; and

WHEREAS, this Board has considered and concurs with the recommendation of the Director of Public Works.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The President of this Board of Supervisors be, and is hereby, authorized and directed to execute:
 - a. The amendment entitled “Tenth Amendment to the Agreement for Transmission of Sanitary Sewage by and between the Fair Oaks Sewer Maintenance District and the Town of Woodside;” and
 - b. The amendment entitled “Tenth Amendment to Sanitary Sewage Treatment Capacity Rights and Services (The Agreement)”
2. The Clerk of the Board of Supervisors be, and is hereby authorized and directed to attest to the signature of the President to said amendments.

* * * * *

**TENTH AMENDMENT TO THE AGREEMENT FOR TRANSMISSION OF SANITARY
SEWAGE BY AND BETWEEN THE FAIR OAKS SEWER MAINTENANCE DISTRICT
AND THE TOWN OF WOODSIDE**

This is the Tenth Amendment to the Agreement dated August 7, 2001 by and among the TOWN OF WOODSIDE (Town) and FAIR OAKS SEWER MAINTENANCE DISTRICT (District) collectively the Parties.

RECITALS

- A. The Agreement provides for sewage transport from the Town's Town center Sewer Assessment District (TCSAD) through the District's facilities and provides for a Service Area, Exhibit "A" to the Agreement.
- B. The Town desires to amend the Service Area by adding one property at 395 Miramontes Drive (APN 072-151-390), hereinafter, the Property.
- C. The Town Council of the Town has authorized annexation of the Property to the District by Resolution 2021-7417 (certified copy attached hereto as Exhibit "B").
- D. The Parties desire to amend the Agreement and add the Property to the Service Area.

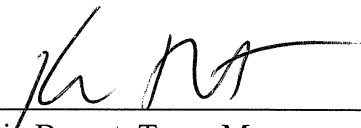
THEREFORE, IT IS AGREED:

- 1. The Property is added to the Service Area and the map being Exhibit "A" to the Agreement is amended accordingly.
- 2. Sewer service by TCSAD shall be provided to the Property.

(Signature Page Follows)

TOWN OF WOODSIDE:

Dated: 8/31/2021

By: 
Kevin Bryant, Town Manager

ATTEST:

Dated: 8/30/2021

By: 
Jennifer Li, Town Clerk

APPROVED AS TO FORM:

Dated:

8/30/21

By:

Jean B. Savaree
Jean B. Savaree, Town Attorney

FAIR OAKS SEWER MAINTENANCE DISTRICT
A Sewer Maintenance District of the County of San Mateo

Dated:

By:

President, Board of Supervisors

Attest:

Clerk of the Board

EXHIBIT "A" – TOWN CENTER SEWER ASSESSMENT DISTRICT

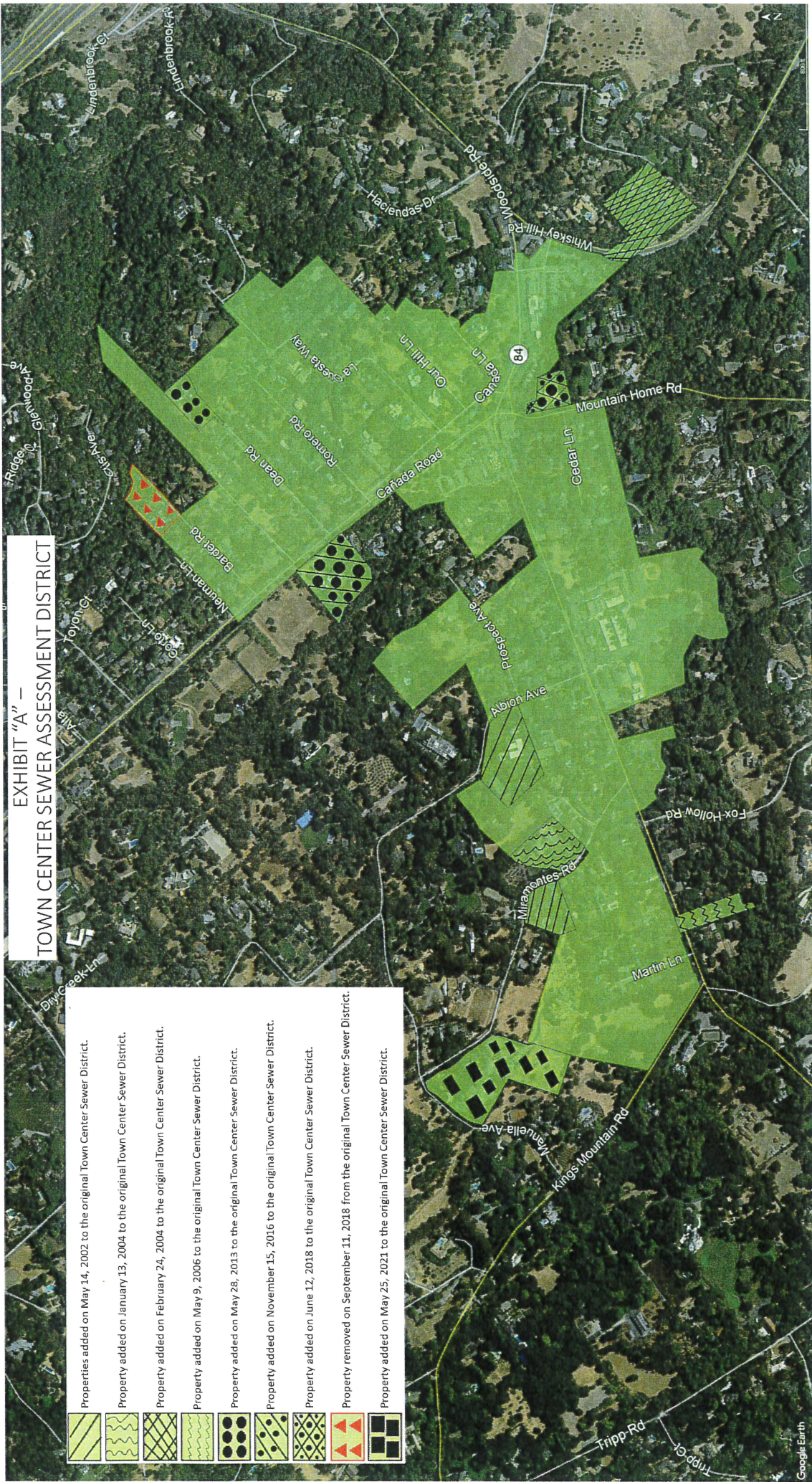
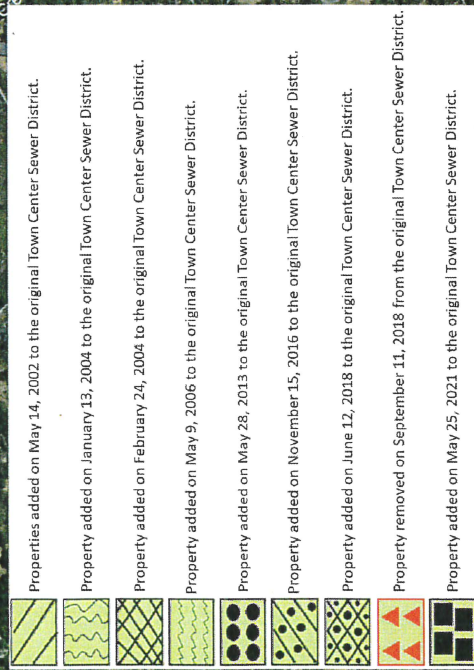


EXHIBIT - B

RESOLUTION NO. 2021 - 7417

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE:

(1) APPROVING A SEWER SERVICE ALLOCATION FOR 395 MIRAMONTES ROAD, PURSUANT TO MUNICIPAL CODE SECTION 51.126; (2) CONSENTING TO THE ANNEXATION OF THIS PROPERTY INTO THE TOWN CENTER SEWER ASSESSMENT DISTRICT; AND (3) AUTHORIZING THE TOWN MANAGER TO EXECUTE REVISED AGREEMENTS WITH THE CITY OF REDWOOD CITY AND THE FAIR OAKS SEWER MAINTENANCE DISTRICT TO ADD THIS PROPERTY INTO THE APPROVED SERVICE AREA FOR THE TOWN CENTER ASSESSMENT DISTRICT.

WHEREAS, the Woodside Municipal Code provides Sewer Service Allocation Regulations beginning at Section 51.120; and

WHEREAS, the parcel at 395 Miramontes Road is in "Area III" as defined in Section 51.123 of the Sewer Service Allocation Regulations; and

WHEREAS, Section 51.126 of the Municipal Code provides the process whereby parcels that lie in "Area III" that have failed septic systems can apply for sewer service allocations; and

WHEREAS, the owners of the parcel at 395 Miramontes Road have applied for a sewer service allocation under the terms of this section; and

WHEREAS, the Town Engineer has reviewed the application and investigations of the septic system completed therefor and finds that the septic system for this parcel has failed and is a Contiguous Parcel, as provided in Section 51.122; and

WHEREAS, the allocation of sewer service to this parcel is consistent with the General Plan and reserved sewer capacity is available; and

WHEREAS, the property owners have deposited the required funds with the Town for the Town Council hearing; and

WHEREAS, the legislative bodies of the City of Redwood City and the Fair Oaks Sewer Maintenance District will need to agree to amend the agreements that both those agencies have with the Town of Woodside pertaining to the Town Center Sewer Assessment District in order to allow this property to be annexed into the District and the Town will need to execute amended agreements accordingly.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WOODSIDE that:

1. A sewer service allocation is granted in the Town Center Sewer Assessment District to 395 Miramontes Road;
2. It consents to the annexation of this property into the Town Center Sewer Assessment District; and
3. The Town Manager is authorized to execute amendments to the agreements with Redwood City and the Fair Oaks Sewer

Maintenance District on behalf of the Town to allow the boundaries of the Town Center Sewer Assessment District to be revised to allow the property to be connected to the Town Center Sewer Assessment District system.

* * * * *

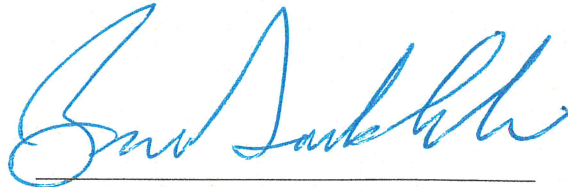
PASSED AND ADOPTED by the Town Council of the Town of Woodside, May 25, 2021, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Brown, Carvell, Fluet, Scott, Shaw, Wall, and Mayor Dombkowski

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:



Mayor of the Town of Woodside

ATTEST:



Clerk of the Town of Woodside

**TENTH AMENDMENT TO
SANITARY SEWAGE TREATMENT CAPACITY RIGHTS
AND SERVICES (THE AGREEMENT)**

This is the Tenth Amendment to the Agreement dated August 7, 2001 by and among the CITY OF REDWOOD CITY (City), the TOWN OF WOODSIDE (Town) and FAIR OAKS SEWER MAINTENANCE DISTRICT (District) collectively the Parties.

RECITALS

- A. The Agreement is intended to govern capacity rights and services for the transmission, treatment and disposal of sewage emanating from the Town's Town Center Sewer Assessment District (TCSAD).
- B. The Agreement indicates in Exhibit "A" the service area covered by the Agreement (the Service Area).
- C. The Town wishes to amend the Service Area to add one property at:

395 Miramontes Drive (APN 072-151-390)
hereinafter, the Property.
- D. The Town Council of the Town has authorized annexation of the Property the District by Resolution 2021-7417 (certified copy attached hereto as Exhibit "B").
- E. The Parties desire to amend the Agreement and add the Property to the Service Area.

THEREFORE, IT IS AGREED:

- 1. The Property is added to the Service Area and the map being Exhibit "A" to the Agreement is amended accordingly.
- 2. Sewer service in TCSAD shall be provided to the Property.

(Signature Page Follows)

TOWN OF WOODSIDE:

TOWN OF WOODSIDE:

Dated: 8/31/2021

By: Kevin Bryant
Kevin Bryant, Town Manager

ATTEST:

Dated: 8/30/2021

By: Jennifer Li
Jennifer Li, Town Clerk

APPROVED AS TO FORM:

Dated: 9/20/2021

By: Jean B. Savaree
Jean B. Savaree, Town Attorney

CITY OF REDWOOD CITY:

Dated: _____

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Dated: _____

By: _____
Pamela Aguilar, City Clerk










FAIR OAKS SEWER MAINTENANCE DISTRICT
A Sewer Maintenance District of the County of San Mateo

Dated: _____

By: _____
President, Board of Supervisors

Attest: _____
Clerk of the Board

EXHIBIT "A" — TOWN CENTER SEWER ASSESSMENT DISTRICT

	Properties added on May 14, 2002 to the original Town Center Sewer District.
	Property added on January 13, 2004 to the original Town Center Sewer District.
	Property added on February 24, 2004 to the original Town Center Sewer District.
	Property added on May 9, 2006 to the original Town Center Sewer District.
	Property added on May 28, 2013 to the original Town Center Sewer District.
	Property added on November 15, 2015 to the original Town Center Sewer District.
	Property added on June 12, 2018 to the original Town Center Sewer District.
	Property removed on September 11, 2018 from the original Town Center Sewer District.
	Property added on May 25, 2021 to the original Town Center Sewer District.

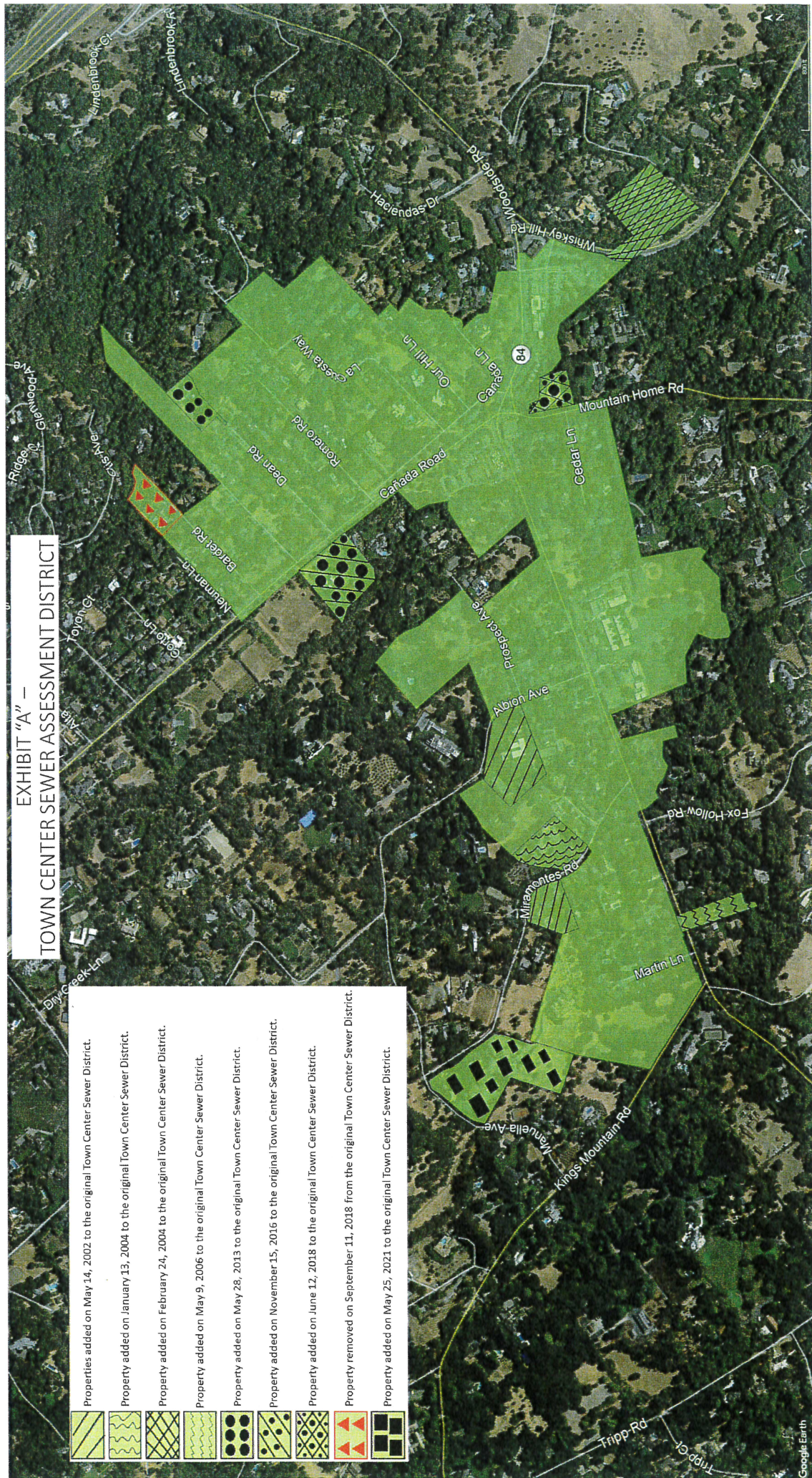


EXHIBIT - B

RESOLUTION NO. 2021 - 7417

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE:
(1) APPROVING A SEWER SERVICE ALLOCATION FOR 395 MIRAMONTES ROAD, PURSUANT TO MUNICIPAL CODE SECTION 51.126; (2) CONSENTING TO THE ANNEXATION OF THIS PROPERTY INTO THE TOWN CENTER SEWER ASSESSMENT DISTRICT; AND (3) AUTHORIZING THE TOWN MANAGER TO EXECUTE REVISED AGREEMENTS WITH THE CITY OF REDWOOD CITY AND THE FAIR OAKS SEWER MAINTENANCE DISTRICT TO ADD THIS PROPERTY INTO THE APPROVED SERVICE AREA FOR THE TOWN CENTER ASSESSMENT DISTRICT.

WHEREAS, the Woodside Municipal Code provides Sewer Service Allocation Regulations beginning at Section 51.120; and

WHEREAS, the parcel at 395 Miramontes Road is in "Area III" as defined in Section 51.123 of the Sewer Service Allocation Regulations; and

WHEREAS, Section 51.126 of the Municipal Code provides the process whereby parcels that lie in "Area III" that have failed septic systems can apply for sewer service allocations; and

WHEREAS, the owners of the parcel at 395 Miramontes Road have applied for a sewer service allocation under the terms of this section; and

WHEREAS, the Town Engineer has reviewed the application and investigations of the septic system completed therefor and finds that the septic system for this parcel has failed and is a Contiguous Parcel, as provided in Section 51.122; and

WHEREAS, the allocation of sewer service to this parcel is consistent with the General Plan and reserved sewer capacity is available; and

WHEREAS, the property owners have deposited the required funds with the Town for the Town Council hearing; and

WHEREAS, the legislative bodies of the City of Redwood City and the Fair Oaks Sewer Maintenance District will need to agree to amend the agreements that both those agencies have with the Town of Woodside pertaining to the Town Center Sewer Assessment District in order to allow this property to be annexed into the District and the Town will need to execute amended agreements accordingly.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WOODSIDE that:

1. A sewer service allocation is granted in the Town Center Sewer Assessment District to 395 Miramontes Road;
2. It consents to the annexation of this property into the Town Center Sewer Assessment District; and
3. The Town Manager is authorized to execute amendments to the agreements with Redwood City and the Fair Oaks Sewer

Maintenance District on behalf of the Town to allow the boundaries of the Town Center Sewer Assessment District to be revised to allow the property to be connected to the Town Center Sewer Assessment District system.

* * * * *

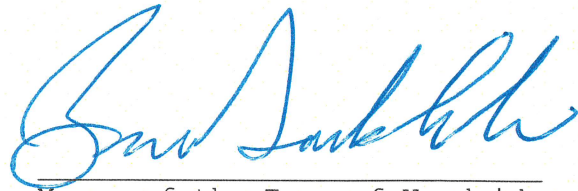
PASSED AND ADOPTED by the Town Council of the Town of Woodside, May 25, 2021, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Brown, Carvell, Fluet, Scott, Shaw, Wall, and Mayor Dombkowski

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:



Mayor of the Town of Woodside

ATTEST:



Clerk of the Town of Woodside

RESOLUTION NO. 2021 - 7417

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE:

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WHEREAS, the allocation of sewer service to this parcel is consistent with the General Plan and reserved sewer capacity is available; and

WHEREAS, the property owners have deposited the required funds with the Town for the Town Council hearing; and

WHEREAS, the legislative bodies of the City of Redwood City and the Fair Oaks Sewer Maintenance District will need to agree to amend the agreements that both those agencies have with the Town of Woodside pertaining to the Town Center Sewer Assessment District in order to allow this property to be annexed into the District and the Town will need to execute amended agreements accordingly.

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2. It consents to the annexation of this property into the Town Center Sewer Assessment District; and
3. The Town Manager is authorized to execute amendments to the agreements with Redwood City and the Fair Oaks Sewer

Maintenance District on behalf of the Town to allow the boundaries of the Town Center Sewer Assessment District to be revised to allow the property to be connected to the Town Center Sewer Assessment District system.

* * * * *

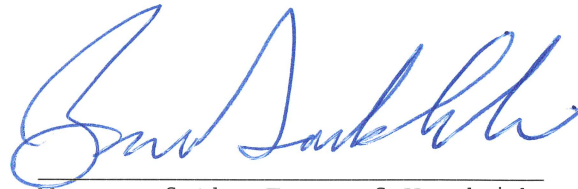
PASSED AND ADOPTED by the Town Council of the Town of Woodside, May 25, 2021, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Brown, Carvell, Fluet, Scott, Shaw, Wall, and Mayor Dombkowski

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:



Mayor of the Town of Woodside

ATTEST:



Clerk of the Town of Woodside



County of San Mateo

Inter-Departmental Correspondence

Department: HEALTH

File #: 22-247

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise F. Rogers, Chief, San Mateo County Health
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center
Carlos Morales, Director, Correctional Health Services

Subject: Addendum to the Participation Agreement with Department of Health Care Services in the Medi-Cal County Inmate Program

RECOMMENDATION:

Adopt a resolution authorizing an addendum to the participation agreement with the State of California Department of Health Care Services in the Medi-Cal County Inmate Program for the term of July 1, 2020 to June 30, 2023.

BACKGROUND:

In June 2014, this Board designated Correctional Health Services (CHS) as the entity to assist county jail inmates with their applications for health insurance affordability programs in accordance with Assembly Bill (AB) 720, Chapter 646, as part of California's implementation of the Affordable Care Act. This effort was also implemented in order to leverage savings in preparation of the California Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP), which consists of the following three programs:

- Adult County Inmate Program, authorized in AB1628 and added in Welfare and Institutions Code section 14503.7, provides Medi-Cal coverage to eligible adult county inmates for inpatient hospital services provided off the grounds of the correctional institutions. Claims eligible for this program are retroactive from November 1, 2010.
- Juvenile County Ward Program, authorized in AB396 and Senate Bill (SB) 695, and added in Welfare and Institutions Code section 14053.8, provides Medi-Cal coverage to eligible juvenile county wards for inpatient hospital and inpatient mental health services provided off the grounds of the correctional institutions. Claims eligible for this program are retroactive from January 1, 2012.
- County Compassionate Release Program and County Medical Probation Program, authorized

in SB1462 and added in Government Code sections 26605.6, 26605.7, and 26605.8, permits county sheriffs to grant medical release or medical probation in lieu of jail time if certain conditions are met.

On June 10, 2020, DHCS released the fiscal year 2020-23 participation and administrative services agreement for Counties choosing to voluntarily participate in the fee-for service MCIP. In March 2022, DHCS incorporated the Alternative Formatting addendum (Addendum) into our existing participation agreement. The Addendum assures the state that the County complies with the Americans with Disabilities Act prohibiting discrimination on the basis of disability, as well as section 508 of the Rehabilitation Act of 1973. Specifically, electronic and printed documents intended as public communications are produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance, to make informed choices.

DISCUSSION:

It is now necessary to amend this agreement to incorporate the Addendum, in order to continue participating in the MCIP. Without the MCIP, CHS would be responsible for paying the cost of medical care of its inmates provided outside the correctional facilities. DHCS, as the state agency administering the MCIP, can draw federal funds for allowable services, such as inpatient hospital, psychiatric stays and physician services during the inpatient stay.

Non-contract Medi-Cal providers will directly bill DHCS for MCIP services, which DHCS will reimburse at the applicable Medi-Cal rate. DHCS will then seek and retain federal financial participation claimed for MCIP services and the County will reimburse DHCS for the nonfederal share of claims paid by DHCS to the Medi-Cal provider for MCIP services. When the medical services are provided by a Designated Public Hospital (DPH), such as the San Mateo Medical Center, the financial federal participation resulting from expenditures for the MCIP services will be claimed by the DPH under a certified public expenditure process. The County will also reimburse DHCS its apportioned share of the non-federal share for administrative costs incurred for the MCIP.

The addendum and resolution delegating signature authority for future amendments have been reviewed and approved by County Counsel as to form.

It is anticipated that CHS will complete Medi-Cal applications for 100% of those inmates requiring hospitalization.

PERFORMANCE MEASURE:

Measure	FY 2021-22 Estimated	FY 2022-23 Projected
Percentage of Medi-Cal applications completed by CHS for inmates requiring hospitalization	100% 96 inmates	100% 96 inmates

FISCAL IMPACT:

The term of the participating agreement remains July 1, 2020 to June 30, 2023. There is no Net County Cost associated with the addendum.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING AN ADDENDUM TO THE PARTICIPATION
AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES
FOR THE MEDI-CAL COUNTY INMATE PROGRAM FOR THE TERM
JULY 1, 2020 TO JUNE 30, 2023**

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

WHEREAS, in June 2014, this Board designated Correctional Health Services (CHS) as the entity to assist county jail inmates with their applications for health insurance affordability programs in accordance with Assembly Bill (AB) 720 as part of California's implementation of the Affordable Care Act; and

WHEREAS, this effort was also implemented in order to leverage savings in preparation for the California Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP), which is comprised of the following three programs: the Adult County Inmate Program authorized in AB 1628 and codified at Welfare and Institution Code section 14503.7; the Juvenile County Ward Program authorized in AB 396 and SB 695 and codified at Welfare and Institutions Code section 14053.8; and the County Compassionate Release Program and County Medical Probation Program authorized in SB 1462 and codified at Government Code sections 26605.6, 26605.7, and 26605.8; and

WHEREAS, in 2020, both parties entered into a participation and administrative service agreement for counties to participate in the fee-for-service MCIP; and

WHEREAS, this Board has been presented with an addendum to the participation agreement to incorporate amendments to ensure that the State and the County comply with the Americans With Disabilities Act by requiring that electronic and printed documents intended as public communications are produced to ensure that vision-impaired, hearing impaired, and other special needs audiences are provided material information in the formats needed to allow them to make informed choices and this Board has examined and approved the addendum as to both form and content, and desires to enter into it; and

WHEREAS, this Board wishes to delegates signature authority to the Chief of Health or delegated department head for future amendments.

NOW THEREFORE, BE IT RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said addendum for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of Health or her designee shall be authorized to execute future addenda or amendments to the participation agreement for and on behalf of the County of San Mateo.

* * * * *

**COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES
ADDENDUM TO
PARTICIPATION AGREEMENT**

County: San Mateo

20-MCIPSANMATEO-41

The Department of Health Care Services (DHCS) and County of San Mateo I agree that effective January 1, 2022; the addendum is incorporated into and hereby amends the Participation Agreement 20-MCIPSANMATEO-41:

ARTICLE XVI – ALTERNATIVE FORMATTING

- A. The County of San Mateo assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. County of San Mateo will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA 20-MCIPSANMATEO-41 remain in full force and effect.

Contract's Authorized Person's Signature

Print Name

Title

Address

Date

California Department of Health Care Services
Authorized Contact Person's Signature

Print Name

Chief, Local Governmental Financing Division
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413
Address

Date



County of San Mateo

Inter-Departmental Correspondence

Department: HEALTH

File #: 22-248

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise F. Rogers, Chief, San Mateo County Health
Scott Gilman, Director, Behavioral Health and Recovery Services

Subject: Amendment to the Agreement with Millbrae Assisted Living Home, LLC for Residential Care Services

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with Millbrae Assisted Living Home, LLC for residential care services, increasing the amount by \$565,760 to an amount not to exceed \$2,668,160, with no change to the term.

BACKGROUND:

Since December 17, 1985, the Board has approved resolutions authorizing expenditures for residential care facilities serving mentally ill clients, to provide residential care services for adults. The latter services enhance successful community living and avoid a more costly and higher level of care.

On August 3, 2021, your Board approved an agreement with Millbrae Assisted Living Home, LLC (MALH) for residential care services, for the term of July 1, 2021 through June 30, 2024, in an amount not to exceed \$2,102,400.

DISCUSSION:

MALH will provide services to clients of Behavioral Health and Recovery Services (BHRS). MALH will provide 24 beds for BHRS clients who are difficult-to-place, and augmented services for seriously mentally ill clients who require a higher level of care and supervision. Examples of these higher-level services include intensive mental health services, social skills training, and assistance with daily living activities.

Under the B-1 Administrative Memorandum, the selection of providers of residential services for mental health clients is exempt from the Request for Proposals requirement.

It is now necessary to amend this agreement to add eight more beds to a new total of 32 beds, increasing the maximum amount by \$565,760.

The amendment and resolution have been reviewed and approved by County Counsel as to form.

The resolution contains the County's standard provisions allowing amendment of the County fiscal obligations by a maximum of \$25,000 (in aggregate).

It is anticipated that 75% of clients admitted to the facility will not require an acute hospitalization within 14 days of admission

PERFORMANCE MEASURE:

Measure	FY 2021-22 Estimated	FY 2022-23 Projected
Percentage of clients admitted to the facility who do not require an acute hospitalization within 14 days of admission	N/A*	75% 24 clients

* This is a new performance measure.

FISCAL IMPACT:

The term of the amended agreement is July 1, 2021 through June 30, 2024. This amendment increases the contract amount by \$565,760, to an amount not to exceed \$2,668,160. Funds in the amount of \$796,800 are included in the BHRS FY 2021-2022 Adopted Budget. Of that amount it is anticipated that \$100% will be funded by Mental Health Services Act. Similar arrangements will be made for future years.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
MILLBRAE ASSISTED LIVING HOME, LLC FOR RESIDENTIAL CARE SERVICES,
INCREASING THE AMOUNT BY \$565,760, TO AN AMOUNT NOT TO EXCEED
\$2,668,160, WITH NO CHANGE TO THE TERM**

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

WHEREAS, on August 3, 2021, your Board approved an agreement with Millbrae Assisted Living Home, LLC to provide residential care services for mentally ill clients for the term of July 1, 2021 through June 30, 2024, for a maximum obligation of \$2,102,400; and

WHEREAS, the parties now wish to amend the agreement to add eight more beds for a new total of 32 beds, increasing the maximum amount by \$565,760 to an amount not to exceed \$2,668,160 with no change to the agreement term; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said amendment to the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND MILLBRAE ASSISTED LIVING HOME, LLC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Millbrae Assisted Living Home, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on August 3, 2021 to provide assisted living for the term July 1, 2021 through June 30, 2024, in the amount of \$2,102,400; and

WHEREAS, the parties wish to amend the Agreement to 8 more beds, increasing the maximum amount of the agreement by \$565,760 to a new maximum of \$2,668,160, with no change to the term of the agreement.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS (\$2,668,160).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
4. All other terms and conditions of the agreement dated August 3, 2021, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

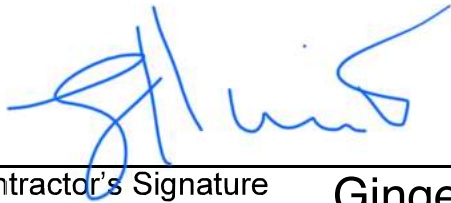
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MILLBRAE ASSISTED LIVING HOME, LLC



Contractor's Signature

Ginger Po, CEO

Date: February 21, 2022

EXHIBIT A1 – SERVICES
MILLBRAE ASSISTED LIVING HOME, LLC
FY 2021 – 2024

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES

A. INTRODUCTION

For the term of this Agreement as herein specified, Contractor shall provide to the Behavioral Health and Recovery Services Division (BHRS) 48 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care.

Contractor agrees to prioritize placements for eligible BHRS clients that either are Institute of Aging or Assisted Living Waiver program clients should there be any bed openings. If BHRS does not have any eligible clients for the open bed, the contractor may fill the bed.

Contractor agrees to support all existing long term BHRS clients living at Millbrae Assisted Living Home LLC at the time of execution of this agreement with maintaining their placements. Eviction notices will not be issued solely based on ability to obtain a higher patch payment for another client. Eviction notices will be based on a change in level of care and/or clients' needs no longer able to be met at the facility. Contractor agrees to work jointly with Facilities Utilization Management, Aging and Adult Services, Health Plan of San Mateo, and Institute of Aging should a client necessitate a placement change.

B. LICENSED BOARD CARE HOME

Contractor shall operate a licensed residential care home in compliance with the State of California Community Care Licensing standards for County clients referred by County Mental Health Services for supplemental services. County shall assess and pre-approve clients for supplemental payment. No approvals will be made prior to evaluation of the client by Facilities Utilization Management.

C. SERVICES

Contractor shall provide the following services:

1. Behavioral interventions, such as redirection or group meetings with client and case manager, for clients who consistently exhibit behavior problems such as altercations with peers, non-compliance with house rules and /or disruptive behaviors that impact other clients in the home.
2. Provide assistance to clients who need additional support around personal hygiene and toileting issues.
3. Provide the support needed to assist client in managing his/her basic needs and handling of the day to day routine. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as budgeting and managing money, shopping and doing laundry.
4. Directly provide or coordinate transportation for clients to medical appointments.
5. Provide individualized special diets and/or meals to clients.
6. Post community event calendars and encourage clients to attend community activities.

II. HEALTH ORDER COMPLIANCE

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program).

- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic,

2. Service Delivery During Health Order Restriction

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

III. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as

needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services

(BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date

2. Referring individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Clients Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

5. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

6. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

7. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - 1) Major leadership or staffing changes.
 - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - 5) Change of ownership or location
 - 6) Complaints regarding the provider

8. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

- C. Contractor shall maintain individual client records in accordance with County and state requirements. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.

- D. Contractor shall participate in County's Management Information System. Supply needed documentation and information to the BHRS Program Office in a timely manner.
- E. Contractor shall participate in required monthly supplemental services meetings and trainings as set up by Resource Management. Additional continuing education or other training may not be substituted for the monthly meetings.
- F. Contractor shall notify and submit a copy of any licensing report issued by a licensing agency to County BHRS Deputy Director for Adult and Older Adult Services within ten (10) business days of Contractor's receipt of any such licensing report to the following address:

San Mateo County Health System
Behavioral Health & Recovery Services Division
2000 Alameda de Las Pulgas, Suite 280
San Mateo, CA 94403

G. Cultural Competence

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at HEInitiatives@smcgov.org.

- 1. Contractor will develop a cultural competence plan that will identify a first step in creating a more welcoming environment for the culturally diverse population residing in the facility. This plan will be submitted to the BHRS staff overseeing Board and Care facilities by January 30, 2014 for review by Program Manager and the Health Equity Initiatives Manager (HEIM).

The annual cultural competence plan will include, but is not limited to the following:

- a. Culturally focused activity/program designed to enhance the facility's sensitivity to diverse cultural values and needs and create a more welcoming environment for the diverse resident population.
- b. Format for the collection of cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation for residents of the facility.

2. Contractor will attend 8 hours of culturally focused training per year sponsored by BHRS on how to provide culturally and linguistically appropriate services. Trainings will include culturally specific trainings designed to expand contractor's knowledge of threshold populations residing in San Mateo County.
3. Contractor will be invited to attend the Cultural Competence Council and/or participate in a cultural competence effort within BHRS.
4. Contractor will post any relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in the facility as agreed upon by contractor and BHRS representative.
5. Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (ODE@smcgov.org) to plan for appropriate technical assistance.

H. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

I. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

J. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

K. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

L. Licensing Report

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

M. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; OR
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

N. Minimum Staffing Requirement

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

GOAL 1: To resolve all deficiencies and/or citations received through a licensing review within the time frame set by the California Department of Social Services Community Care Licensing.

Objective 1: 100% of deficiencies and/or citations will be resolved within the time frame set by the California Department of Social Services Community Care Licensing.

- Goal 2: Contractor will develop an activity plan which may include, but not be limited to activities in the following categories: Health, nutrition, hygiene, smoking cessation, socialization, etc.
- Objective 2: Contractor will submit an activity plan to the BHRS Program Manager by January 30 every year.
- Goal 3: 75% of clients admitted to the facility will not require an acute hospitalization within 14 days of admission.
- Objective 3: Contractor will maintain and submit performance metric data to BHRS Program Manager by January 30 every year.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
MILLBRAE ASSISTED LIVING CTR.
FY 2021 – 2024

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS (\$2,668,160).

County shall pay Contractor for up to a maximum of 32 beds per month for BHRS services, as authorized by BHRS, according to the following rates of payment:

1. FY 2021-2022

a. From July 1, 2021 through January 31, 2022

From July 1, 2021 through January 31, 2022, County shall pay Contractor at the daily rate of EIGHTY DOLLARS (\$80.00) for Augmented services, not to exceed FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$412,800).

b. From February 1, 2022 through June 30, 2022

From February 1, 2022 through June 30, 2022, County shall pay Contractor at the daily rate of EIGHTY DOLLARS (\$80.00) for Augmented services, not to exceed THREE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$384,000).

- c. The maximum amount for FY 2021-2022 is SEVEN HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$796,800).

2. FY 2022-2023

- a. From July 1, 2022 through June 30, 2023, County shall pay Contractor at the daily rate of EIGHTY DOLLARS (\$80.00) for Augmented services, not to exceed NINE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$934,400).
- b. Rates increases for FY 2022-2023 and FY 2023-24 are contingent upon available funding, and pending program evaluation and division approval

3. FY 2023-2024

- a. From July 1, 2023 through June 30, 2024

From July 1, 2023 through June 30, 2024, County shall pay Contractor at the daily rate of EIGHTY DOLLARS (\$80.00) for Augmented services, not to exceed NINE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED SIXTY DOLLARS (\$936,960).

- b. Rates increases for FY 2022-2023 and FY 2023-24 are contingent upon available funding, and pending program evaluation and division approval

B. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86 01:

- 1. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities can be limited to seven (7) days per month. Such payment is allowable only under all of the following conditions:
 - a. the absence is consistent with the client's service and treatment plans;
 - b. the absence is necessary for the client's progress or maintenance at this level of care;
 - c. the absence is planned, or anticipated; and
 - d. the absences, as well as the purpose(s) of the absence, are documented.

2. Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), except as provided in section II, paragraph 2(a) above, can be limited to ten (10) days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility, and if the purpose(s) is documented.
- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- D. In the event that funds provided under this Agreement are expended prior to the end of the contract period, contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- E. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- F. In the event this Agreement is terminated prior to June 30, 2024, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- G. Facility Closure Planning

If there is a planned facility closure, Contractor agrees to do the following:

1. All residents will be informed in writing of facility closure within 60 days of closure.
2. Contractor agrees to inform County in writing at least 90 days prior to any planned facility closure.
3. Contractor agrees to work jointly with Behavioral Health and Recovery Services, Aging and Adult Services, Health Plan of San Mateo, and Institute of Aging to find placements for all residents. This will consist of contacting different

facilities to facilitate referrals, sending referrals, and assisting with setting up client interviews.

4. After informing BHRS of intent to close business, contractor agrees to meet with BHRS weekly to discuss transition plans, and provide status updates.
 5. Contractor agrees to maintain appropriate staffing in order to continue to provide all contracted services to residents until they discharge to a new facility.
- H. Contractor may bill and retain any Supplemental Security Income (SSI) or State Supplemental Payment (SSP) income payable by clients for room and board costs.
- I. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- J. Per DMH letter #84 10; this negotiated rate contract will require no cost reconciliation.
- K. Monthly Invoice and Payment
1. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

BHRS-Contracts-Unit@smcgov.org

and/or

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
 2. County reserves the right to modify the description of services as the County deems necessary.

L. Revenue and Performance

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

M. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

N. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____"

*** END OF EXHIBIT B ***



County of San Mateo

Inter-Departmental Correspondence

Department: HUMAN RESOURCES

File #: 22-249

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Rocio Kiryczun, Director, Human Resources Department
Scott Johnson, Deputy Director, Human Resources Department

Subject: Disposition of Claims Filed Against County

RECOMMENDATION:

Report recommending the denial of claims (Non-culpable)

BACKGROUND:

Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

DISCUSSION:

The Risk Management Division has reviewed these claims and recommends that you take the following action.

<u>Claim #</u>	<u>Claimant</u>	<u>Incident Date</u>	<u>Recommended Board Action and Basis</u>
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Claims recommended for denial:

G22-11738	Carlos Aceves	02/21/2022	Non-culpable Claimant alleges the County is responsible for damages to his vehicle due to a pothole on Westborough Boulevard.
G22-11740	John Gilkey	02/07/2022	Non-culpable Claimant alleges loss of income due to improper interception of his paycheck and tax refund by County Revenue Services.
G18-11774	Sunesys, LLC	07/01/2022	Non-culpable Claimant alleges over taxes for tax year 2017-2018.

G22-11780	Liangqiu Wan	02/11/2022	Non-culpable
Claimant alleges that she sustained bodily injuries and wrongful arrest by San Mateo County Sheriff's Deputies.			
G21-11782	Scott Chapman	09/08/2021	Non-culpable
Claimant alleges the County is responsible for the physical damages he sustained when he tripped on an uneven sidewalk at 455 County Center.			

FISCAL IMPACT:

None.



County of San Mateo

Inter-Departmental Correspondence

Department: PLANNING AND BUILDING

File #: 22-250

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Steve Monowitz, Community Development Director
Subject: Amendment to the Agreement with 4Leaf, Inc.

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with 4Leaf, Inc. for the provision of plan review services, increasing the amount payable under the agreement by \$400,000 to an amount not to exceed \$600,000.

BACKGROUND:

On July 1, 2021, the Planning and Building Department entered into a contract with 4Leaf, Inc. for the provision of plan check and building inspection services, with an original term of July 1, 2021 through June 30, 2022, and total contract amount of \$200,000. The Department selected 4Leaf, Inc. after conducting a Request for Proposals (RFP) process in May 2019.

DISCUSSION:

During the past year, the Department lost several staff, through attrition and retirement, in its permit counter and building inspection operations. The staffing shortage and the challenge of recruiting experienced permit technicians and building inspectors, necessitated an unanticipated higher use of contract services for plan check, permit counter, and building inspection work from 4Leaf, to continue to meet the growing workload.

The resolution contains the County's standard provision allowing amendments of the County's maximum fiscal obligation by no more than \$25,000 (in aggregate).

County Attorney has reviewed and approved the amendment and resolution as to form.

FISCAL IMPACT:

With the additional \$400,000, the maximum fiscal obligation of this Agreement will be \$600,000, which is funded by permit revenue and salary savings. Sufficient appropriations have been included in the FY 2021-22 Adopted Budget. There is no Net County Cost associated with this amendment.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
4LEAF, INC. FOR THE PROVISION OF PLAN REVIEW SERVICES, INCREASING
THE AMOUNT PAYABLE UNDER THE AGREEMENT BY \$400,000, TO AN AMOUNT
NOT TO EXCEED \$600,000**

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

WHEREAS, the County of San Mateo, by and through the Planning and Building Department (“Department”), entered into an agreement on July 1, 2021 with 4Leaf, Inc. (“4Leaf”) for the purpose of structural, mechanical, and electrical and plumbing and life safety plan check and building inspection services for commercial and residential construction for a term of July 1, 2021 to June 30, 2022, in an amount not-to-exceed \$200,000; and

WHEREAS, both parties now wish to amend the agreement to increase the maximum amount authorized to be expended under the agreement by \$400,000 for a total obligation not to exceed \$600,000; and

WHEREAS, this Board of Supervisors has been presented with the form of such amendment and has approved it as to both form and content and desires to enter into the amendment.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED, that the Community Development Director or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
4LEAF, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 5th day of April 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 4LEAF, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for structural, mechanical, and electrical and plumbing and life safety plan check services for commercial and residential construction on July 1, 2021 for an amount not-to-exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$400,000 for a new total not-to-exceed amount of \$600,000 with no change to the term.

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

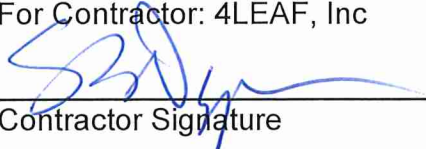
1. Section 3 (Payments) of the Agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Thousand Dollars (\$600,000).

2. **All other terms and conditions of the Agreement dated July 2, 2021 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: 4LEAF, Inc


Contractor Signature

3/15/2022
Date

Kevin Duggan, President
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board



County of San Mateo

Inter-Departmental Correspondence

Department: PUBLIC WORKS

File #: 22-251

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Ann M. Stillman, Interim Director of Public Works

Subject: Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project [County Project No. P31J1; Project File No. E4983]

RECOMMENDATION:

Adopt a resolution:

- A) Adopting plans and specifications, including conformance with prevailing wage scale requirements, for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project; and
- B) Authorizing the President of the Board to execute an agreement with Gordon N. Ball, Inc., in the amount of \$3,703,200 for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project; and
- C) Authorizing the Director of Public Works to:
 - 1. Execute subsequent change orders to grant time extensions for project completion and payment up to a maximum aggregate amount not to exceed \$370,320, or approximately 10 percent of the agreement amount; and
 - 2. Approve payment up to the not to exceed amount of \$4,073,520 for items requiring adjustment based on unit bid prices without execution of a change order.

BACKGROUND:

On November 13, 2018, this Board adopted Resolution No. 076281, which authorized an agreement with Parisi CSW Design Group to perform design and construction support services for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project (Project).

On February 9, 2021, this Board adopted Resolution No. 078001, which certified the Initial Study/Mitigated Negative Declaration dated December 2020 for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project, and authorized the Director of Public Works to proceed

with finalizing the plans and specifications for the Project, and authorized the Director of Public Works to proceed with advertising for bids on the Project and reporting back to this Board with recommendations on awarding a contract.

DISCUSSION:

The Department has obtained the necessary permits for the Project and finalized the plans and specifications for the Project.

On Tuesday, March 1, 2022 at 3:00pm, bids were accepted for this Project and subsequently referred to the Department for checking and recommendation. The lowest bid was found to be unresponsive. The bid of:

Gordon N. Ball, Inc.
333 Camille Avenue
Alamo, CA 94507

at \$3,703,200 was the lowest responsible bid. The Engineer's Estimate was \$4,000,000. A summary of the bids received is attached as Exhibit "A".

County Counsel has reviewed and approved the resolution and agreement as to form.

FISCAL IMPACT:

The total estimated cost for construction is \$4,073,520, which includes authorization for up to \$370,320 in change orders as the work is bid on a unit price basis. The contingency is used to pay the contractor for any unforeseen conditions not anticipated in the construction agreement documents. Funds have been allocated in the Capital Projects Budget for this Project.

Attachment: Exhibit "A" - Summary of Bids Received

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION:

- A) ADOPTING PLANS AND SPECIFICATIONS, INCLUDING CONFORMANCE WITH PREVAILING WAGE SCALE REQUIREMENTS, FOR THE MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK STABILIZATION PROJECT; AND**
B) AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH GORDON N. BALL, INC., IN THE AMOUNT OF \$3,703,200 FOR THE MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK STABILIZATION PROJECT; AND
C) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO: 1. EXECUTE SUBSEQUENT CHANGE ORDERS TO GRANT TIME EXTENSIONS FOR PROJECT COMPLETION AND PAYMENT UP TO A MAXIMUM AGGREGATE AMOUNT NOT TO EXCEED \$370,320, OR APPROXIMATELY 10 PERCENT OF THE AGREEMENT AMOUNT; AND 2. APPROVE PAYMENT UP TO THE NOT TO EXCEED AMOUNT OF \$4,073,520 FOR ITEMS REQUIRING ADJUSTMENT BASED ON UNIT BID PRICES WITHOUT EXECUTION OF A CHANGE ORDER

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

WHEREAS, this Board adopted Resolution No. 076281 on November 13, 2018, which authorized an agreement with Parisi CSW Design Group to perform design and construction support services for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project (Project); and

WHEREAS, this Board adopted Resolution No. 078001 on February 9, 2021, which certified the Initial Study/Mitigated Negative Declaration dated December 2020 for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project, authorized the Director of Public Works to proceed with finalizing the plans and specifications for the Project, and authorized the Director of Public Works to proceed with advertising for bids on the Project and reporting back to this Board with recommendations on awarding a contract; and

WHEREAS, plans and specifications (the “Plans and Specifications”), dated January 31, 2022 were prepared and approved by the Director of Public Works for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project; and

WHEREAS, a schedule of prevailing wage scales for each craft or type of workman needed to execute these plans and specifications in the locality in which said work is to be performed has been established by the Department of Industrial Relations and has been referred to in said Plans and Specifications; and

WHEREAS, the Department of Public Works did issue a call for sealed proposals to be received at the office of the County Manager / Clerk of the Board of Supervisors, Hall of Justice and Records, 400 County Center, Redwood City, California, until the hour of 3:00 p.m., on Tuesday, March 1, 2022; and

WHEREAS, the Department of Public Works did cause the notice inviting sealed proposals to be published two (2) times in the Examiner Peninsula Newspaper Group, a newspaper printed and published in this County, and obtained an affidavit of said publication; and

WHEREAS, the Deputy Clerk of this Board of Supervisors did, in public on March 1, 2022 at 3:00 p.m., open and examine all sealed bids that were received in the specified time for the doing of the work referred to in said Plans and Specifications; and

WHEREAS, this Board has caused an analysis of said bids to be made by the Director of Public Works of the County of San Mateo, and has, in open session, fully reviewed and considered said sealed proposals and the analysis thereof; and

WHEREAS, as a result of the Department's review of the bid documents submitted, it was determined that the second low bid from Gordon N. Ball, Inc. is the lowest responsive bid in the amount of \$3,703,200 based on an estimate of the amount of work to be done.

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

1. The Plans and Specifications dated January 31, 2022, for the aforesaid Project are hereby approved and are adopted as the Plans and Specifications to be adhered to in letting and performing the work under a contract for said improvements.
2. It is to the best interest of the County of San Mateo to award the agreement for the Mirada Road Pedestrian Bridge Replacement and Bank Stabilization Project to:

Gordon N. Ball, Inc.
333 Camille Avenue
Alamo, CA 94507
3. The County of San Mateo shall enter into a written agreement with Gordon N. Ball, Inc., for the completion of said work as required by the Plans and Specifications adopted by this Board of Supervisors, as hereinbefore mentioned, which Plans and Specifications are on file in the office of the Director of Public Works of the County of San Mateo.
4. The President of this Board of Supervisors shall be, and is hereby, authorized and directed to execute an agreement with Gordon N. Ball, Inc., for the doing of

said work described therein, subject to the Department of Public Works' receipt and approval of the Faithful Performance Surety Bond ("Performance Bond") and the Labor and Material Surety Bond ("Payment Bond") required to be posted by said Contractor with the County of San Mateo in connection therewith.

5. The Director of Public Works is hereby authorized to execute change orders related to said work for time extensions and payment not exceeding \$370,320 in aggregate.
6. The Director of Public Works is hereby authorized to approved payments up to the not to exceed amount of \$4,073,520 for items requiring adjustment based on unit bid prices without execution of a change order.
7. All payments to the Contractor shall be in accordance with the Plans and Specifications, and other agreement documents. Aggregate payment to the Contractor shall not exceed \$4,073,520 without this Board of Supervisor's approval.
8. The Clerk of the Board of Supervisors, County of San Mateo, is hereby authorized and directed to attest the signature of the President of this Board of Supervisors to said written agreement.

* * * * *

EXHIBIT “A”

SUMMARY OF BIDS RECEIVED ON MARCH 1, 2022

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT AND BANK STABILIZATION PROJECT

[COUNTY PROJECT NO. P31J1; PROJECT FILE NO. E4983]

<u>Contractor</u>	<u>Bid Amount</u>
1. Bertco, Inc.*	\$ 3,699,464.40
2. Gordon N. Ball, Inc	\$ 3,703,200.00
3. Granite Construction Company	\$ 3,774,976.37
4. Disney Construction	\$ 3,799,149.00
5. Interstate Grading and Paving	\$ 4,051,560.00
6. Granite Rock Company	\$ 4,203,474.00
7. Mitchell Engineering	\$ 4,860,280.00

*Bertco, Inc.'s bid was found to be non-responsive, the project will be awarded to the next lowest responsible bid of Gordon N. Ball, Inc.



County of San Mateo

Inter-Departmental Correspondence

Department: SHERIFF

File #: 22-252

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Carlos G. Bolanos, Sheriff

Subject: Recognizing Unanticipated Revenue from the Office of Justice Programs - U.S.
Department of Justice

RECOMMENDATION:

Approve an Appropriation Transfer Request (ATR) in the amount of \$350,448 to establish a budget appropriation and record revenue for the 2021 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant.

BACKGROUND:

The Forensic DNA Backlog Capacity Enhancement and Backlog Reduction (CEBR) Program grant, through the U.S. Department of Justice, National Institute of Justice, offers an opportunity for government entities with existing crime laboratories that conduct DNA analysis to handle, screen, and analyze backlogged forensic DNA casework samples. This grant program also assists with improving DNA laboratory infrastructure and analysis capacity so that forensic DNA samples can be processed efficiently and cost-effectively. These improvements are critical to preventing future DNA backlogs and to helping the criminal justice system use the full potential of DNA technology.

As of December 31, 2021, the Sheriff's Office Forensic Laboratory had an estimated 1,163 backlogged cases awaiting DNA analysis. A backlogged case, as defined by the National Institute of Justice, is one that has not been tested 30 days after submission to the laboratory.

DISCUSSION:

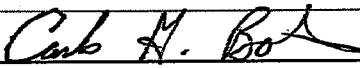

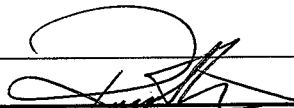
The Sheriff's Office applied for and has been awarded the 2021 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant in the amount of \$350,448, for a period commencing October 1, 2021 to September 30, 2023. Funding will assist with overall turnaround time for the handling, screening, and analysis of forensic DNA samples, increase the throughput of the Sheriff's Office Forensic Laboratory, and reduce existing DNA forensic casework backlogs.

The CEBR Program award will be applied towards funding travel and training expenses, purchasing

supplies for use in evidence examination, and personnel expenses for overtime and extra-help employees.

FISCAL IMPACT:

This Appropriation Transfer Request accepts unanticipated revenue of \$350,448 from the Office of Justice Programs - U.S. Department of Justice. The term of the 2021 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant is from October 1, 2021 through September 30, 2023. There is no Net County Cost.

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST					REQUEST NO. ATR22-048
DEPARTMENT: SHERIFF'S OFFICE					DATE: 01-27-2022
1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:					
	CODES			AMOUNT	DESCRIPTION
	FUND or ORG	ACCOUNT	JL ORG CODE Measure K only		
FROM	30194	1957		\$350,448	All Other Federal Grants
	30194	5163		\$257,148	Laboratory Supplies
	30194	5731		\$23,300	Dept Employee Training Expense
	30194	5875		\$70,000	Interagency Agreements
Justification (Attach Memo if Necessary): To recognize and record unanticipated revenue and appropriate expenditures for the 2021 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant.					
DEPARTMENT HEAD 				DATE <u>2/24/2022</u>	
2. <input type="checkbox"/> Board Action Required <input checked="" type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required Remarks:					
COUNTY CONTROLLER 				DATE <u>2/24/2022</u>	
3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved Remarks:					
COUNTY MANAGER 				DATE <u>2/2/22</u>	
DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY					

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____ 20 ____

AYES and in favor of said resolution:

NOES and against said resolution:

Supervisors: _____

Supervisors: _____
 Absent _____
 Supervisors: _____

ATTEST: _____
 Clerk of Said Board

 PRESIDENT, BOARD OF SUPERVISORS
 COUNTY OF SAN MATEO

DISTRIBUTION: Board of Supervisors – Controller – County Manager – Department – Treasurer



County of San Mateo

Inter-Departmental Correspondence

Department: SHERIFF

File #: 22-253

Board Meeting Date: 4/5/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Carlos G. Bolanos, Sheriff
Subject: Annual Report on the Inmate Welfare Trust Fund

RECOMMENDATION:

Accept the report on the Inmate Welfare Trust Fund for the period of July 1, 2020 through June 30, 2021.

BACKGROUND:

California Penal Code 4025 provides for the administration of an Inmate Welfare Fund (IWF) and requires that an itemized report of IWF activity be submitted annually to the Board of Supervisors. The IWF may only be used primarily for the benefit, education, and welfare of the inmates, and maintenance of correctional facilities. This includes the cost of operating programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

California Penal Code 4025 also provides that the Sheriff may operate a commissary in the jails, and that profits shall be deposited into the IWF. Additionally, any refund, rebate, or commission received from a telephone company for inmates' use of telephones shall also be deposited into the IWF.

An independent financial audit of the Inmate Welfare Fund is completed annually.

DISCUSSION:

The Inmate Welfare Trust Fund Committee, formed by the Sheriff's Office, is responsible for safeguarding the funds, controlling expenditures, and approving the annual budget. In July 2018, the Sheriff's Office ceased collection of commissions from inmate telephone services. In September 2018, the Sheriff's Office entered into a contract with Keefe Commissary Network, LLC to provide commissary services for inmates in Maguire Correctional Facility and Maple Street Correctional Center. Additionally, as of June 27, 2020, the agreement with Keefe Commissary Network, LLC was amended to indicate that the Sheriff's Office would no longer be compensated with commission payments related to commissary sales.

As of FY 2020-21, the Sheriff's Office is operating through the remainder of the IWF trust fund balance. The FY 2020-21 Inmate Welfare Trust Fund Report reflects \$18,344 of interest earned. Disbursements total \$561,882 and include all operating expenses. The difference between revenue and expenditures was a deficit of \$543,537. This year-end operating deficit was added to the beginning fund balance, for a closing fund balance of \$1,243,651, as of June 30, 2021.

The Sheriff's Office is currently in the process of winding-down the Inmate Welfare Trust Fund as the Sheriff's Office will no longer be generating the commission revenues that supported the Fund.

FISCAL IMPACT:

There is no fiscal impact associated with accepting the Inmate Welfare Trust Fund report.



Independent Auditor's Report

County of San Mateo Sheriff's Office
Redwood City, California

Compliance

We have audited the County of San Mateo Sheriff's Office's (Sheriff's Office) compliance with the compliance requirements in California Penal Code Section 4025 applicable to the Sheriff's Office Inmate Welfare Trust Fund for the year ended June 30, 2021.

Management's Responsibility

Compliance with the requirements referred to above is the responsibility of the Sheriff's Office's management.

Auditor's Responsibility

Our responsibility is to express an opinion on the Sheriff's Office's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and California Penal Code Section 4025. Those standards and California Penal Code Section 4025 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the Sheriff's Office Inmate Welfare Trust Fund occurred. An audit includes examining, on a test basis, evidence about the Sheriff's Office's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Sheriff's Office's compliance with those requirements.

Opinion

In our opinion, the Sheriff's Office complied, in all material respects, with the compliance requirements referred to above that are applicable to the Sheriff's Office Inmate Welfare Trust Fund for the year ended June 30, 2021.

Internal Control Over Compliance

Management of the Sheriff's Office is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the Sheriff's Office's internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Sheriff's Office's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the compliance requirements in California Penal Code Section 4025. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Macias Gini E O'Connell LEP". The signature is written in a cursive, flowing style.

Walnut Creek, California
February 2, 2022



Sheriff's Office - Inmate Welfare Trust Fund

Net Income / Loss FY2020-21

		Actuals FY2020-21
REVENUE		
	Interest Earned	18,344
TOTAL REVENUE		18,344
EXPENSES		
4000	Salaries and Benefits	234,647
5124	Safety Equipment	113
5188	Miscellaneous Expenses	1,551
5193	Office Supplies	341
5195	Subscription	1,440
5199	Other Office Expense	561
5423	Computer Equipment	4,505
5875	Contract Programming Services	8,008
6233	Jail/Inmate Supplies	712
6712	Telephone Service Charges	1,066
6713	Automation Service	18,378
6717	Motor Vehicle Expenses	4,163
6724	Auto Liability Insurance	2,788
6725	General Liability Insurance	14,752
6727	Bond Insurance	308
6733	Human Resources Services	336
6913	Administrative Services	268,212
TOTAL EXPENSES		561,882
NET TOTAL (REVENUE LESS EXPENSES)		(543,537)
 Beginning Trust Fund Balance		 1,787,189
 Adjusted Trust Fund Balance		 1,243,651



County of San Mateo

Inter-Departmental Correspondence

Department: CLOSED SESSION

File #: 22-254

Board Meeting Date: 4/5/2022

Conference with Legal Counsel - Anticipated Litigation:

Initiation of litigation pursuant to subdivision (c) of Section 54956.9
One case

Conference with Labor Negotiator:

Negotiations: California Nurses Association (CNA); Deputy Sheriff's Association Sworn/Safety Personnel (DSA); Organization of Sheriff's Sergeants (OSS); and Service Employees International Union (SEIU).

Agency designated representative attending Closed Session: Kelly Tuffo