

# SAN BRUNO

## Community Foundation

### *Board of Directors*

Nancy A. Kraus, *President* • John P. McGlothlin, *Vice President* • Emily Roberts, *Secretary* • Ben Cohn, *Treasurer*  
Patricia Bohm • Frank Hedley • Regina Stanback Stroud  
Leslie Hatamiya, *Executive Director*

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## AGENDA

### SAN BRUNO COMMUNITY FOUNDATION

### Special Meeting of the Board of Directors

**June 29, 2015**

**6:30 p.m.**

#### **Meeting Location:**

**San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno**

In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas, and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office at 650-616-7058.

**1. Call to Order/Welcome**

**2. Roll Call**

**3. Approval of Minutes:** May 21, 2015, Regular Board Meeting

**4. Board Member Comments**

- a. President
- b. Others

**5. Executive Director's Report**

**6. Consent Calendar:** All items are considered routine or implement an earlier Board action and may be enacted by one motion; there will be no separate discussion unless requested by a Board Member or staff.

- a. Adopt Resolution Canceling the July 16, 2015, Regular Board Meeting and Scheduling a Special Board Meeting on July 29, 2015

**7. Conduct of Business**

- a. Receive and Approve Treasurer's Report

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- b. Receive Audit Committee Report and Adopt Resolution to Contract with the Same Certified Public Accounting Firm to Conduct Independent Audit of SBCF's Financial Statements and to Prepare SBCF's Tax Returns
- c. Receive and Accept Community Listening Campaign Report from the Public Dialogue Consortium (PDC), presented by PDC President and Senior Consultant Shawn Spano, Ph.D., and Give Direction to the Executive Director on Next Steps

**8. Public Comment:** Individuals are allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, contact the President to request that the Board consider your comments earlier. It is the Board's policy to refer matters raised in this forum to staff for research and/or action where appropriate. The Brown Act prohibits the Board from discussing or acting upon any matter not agendaized pursuant to State Law.

## **9. Adjourn**

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## MINUTES

### SAN BRUNO COMMUNITY FOUNDATION

#### Regular Meeting of the Board of Directors

**May 21, 2015**  
**6:30 p.m.**

**Meeting Location: San Bruno City Hall, Conference Room 115,  
567 El Camino Real, San Bruno**

- 1. Call to Order/Welcome:** President Kraus called the meeting to order at 6:31 p.m.
- 2. Roll Call:** Board Members Kraus, McGlothlin, Cohn, Bohm, Hedley, and Stanback Stroud present; Roberts excused.
- 3. Approval of Minutes: April 16, 2015, Regular Board Meeting:** Board Member Stanback Stroud moved to approve the minutes of the April 16, 2015, Regular Board Meeting, seconded by Board Member Bohm, approved unanimously.
- 4. Board Member Comments:**
  - a. President: President Kraus thanked community members for the time they have invested in the Foundation's community listening campaign and expressed gratitude for the support from Capuchino High School, Skyline College, St. Roberts Church, St. Bruno's Church, Belle Air Elementary School, San Bruno Park School District, San Bruno Chamber of Commerce, Bay Area Entrepreneur Center, and the City. Kraus also thanked the Board members for their participation and attendance at a variety of events and meetings and the Executive Director for her leadership.
  - b. Others: Vice President McGlothlin shared that he had the opportunity to meet and talk to many small businesses and was pleased with their willingness to publicize the Listening Campaign.
- 5. Executive Director's Report:** Executive Director Hatamiya reviewed her activities over the past month, including work on the Listening Campaign, continuing to attend City commission and committee meetings, speaking at a Chamber of Commerce Networking Breakfast, meeting with the outgoing San Bruno Park School District Superintendent, and attending a Google for

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Nonprofits training. She reported that she registered the Foundation with the California Attorney General's Registry of Charitable Trusts and that Meyers Nave submitted the forms for the Foundation to apply for state tax-exempt status.

### **6. Consent Calendar**

- a. Adopt Resolution Approving Crime Insurance Policy from Travelers Casualty and Surety Company of America for the Total Amount of \$2,725.00:
- b. Adopt Resolution Canceling the June 18, 2015, Regular Board Meeting and Scheduling a Special Board Meeting on June 26, 2015:

Vice President McGlothlin moved to approve the Consent Calendar, seconded by Board Member Stanback Stroud, approved unanimously.

### **7. Conduct of Business:**

- a. Receive and Approve Treasurer's Report

Treasurer Cohn reviewed the Treasurer's Report. Board Member Stanback Stroud moved to approve the Treasurer's Report, seconded by Vice President McGlothlin, approved unanimously.

- b. Receive Update on Community Listening Campaign from Leslie Hatamiya, Executive Director

Executive Director Hatamiya provided an update on the Community Listening Campaign. She reported on efforts to publicize the campaign and on the news coverage the campaign had received thus far. She reported that interviews had been taken at two "community conversations" events (American Legion breakfast and Operation Clean Sweep luncheon), and that the first town hall and three focus groups had been conducted. She also reported on the online survey and explained that the mySidewalk site hosting the Foundation's campaign webpage and online discussion board had unexpectedly crashed; although the survey data was unaffected, the company had not been able to recover discussion board posts. She said that the deadline for collecting online and paper surveys is June 12 and that the Public Dialogue Consortium would compile and synthesize the collected data in a written report to be presented to the Board at the end of June.

- c. Adopt Resolution Approving 2015-2016 Budget:

Executive Director Hatamiya reviewed the 2015-2016 budget, emphasizing that because the Foundation is at the beginning of its strategic planning process and has not made any decisions about program and investment strategy, the budget does not include estimated grant-making outlays, costs associated with program strategy, or costs associated with investment strategy

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and hiring an investment management firm. She said that once the Board concludes its strategy discussions and presents a grant-making policy to the City Council for approval, the Foundation will prepare a revised budget that reflects the new policy and its implementation. Board Member Hedley moved to adopt the Resolution Approving 2015-2016 Budget, seconded by Board Member Stanback Stroud, approved unanimously.

### **8. Public Comment:**

Barry Marquardt of the Marine Corps Detachment, American Legion, offered the American Legion Hall as a meeting space.

**9. Adjourn:** Board Member Stanback Stroud moved to adjourn the meeting at 7:17 p.m., seconded by Board Member Bohm, approved unanimously.

Respectfully submitted for approval at the Special Board Meeting of June 29, 2015, by Secretary Emily Roberts and President Nancy Kraus.

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Emily Roberts, Secretary

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Nancy Kraus, President

# SAN BRUNO

## Community Foundation

### Memorandum

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**DATE:** June 26, 2015

**TO:** Board of Directors, San Bruno Community Foundation

**FROM:** Leslie Hatamiya, Executive Director

**SUBJECT:** Executive Director's Report

Since the May 21, 2015, Board meeting, my primary focus has been on the successful execution and completion of our community engagement and listening campaign, which will be covered in the Business portion of the June 29 Board meeting.

In addition, I have continued to work on various projects related to the Foundation's administrative and corporate governance needs, which include:

#### 1. Budget Approval

On June 9, 2015, the San Bruno City Council approved the Foundation's 2015-2016 budget. President Nancy Kraus and I represented the Foundation at the City Council meeting, and I fielded several questions from Council members. As you will recall, this budget does not include a projection for grants or other program outlays, nor does it take into account any additional expenses associated with implementing the grant program (such as additional staff salaries, benefits, and related costs) or hiring an investment management firm. At the conclusion of its program strategy deliberations, the Foundation will present a grant-making policy to the City Council for approval, as required by the Bylaws. Concurrently, we will submit a revised budget that reflects the new policy and its proposed implementation.

#### 2. Financial Management

I continue to reach out to investment professionals for ideas and advice that will be helpful as we begin to develop our investment strategy. Recent contacts include Morgan Stanley Wealth Management/Graystone Consulting and Ensemble Capital Management.

#### 3. Government Filings

We recently received confirmation of the Foundation's tax-exempt status from the State of California Franchise Tax Board, effective July 24, 2013, the effective date of the Foundation's federal tax exemption from the Internal Revenue Service.

# SAN BRUNO

## Community Foundation

### Memorandum

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We also received confirmation of registration with the California Attorney General's Registry of Charitable Trusts. The Foundation must now file the Form RRF-1 annually to renew this registration.

#### 4. Outreach to Community Groups

##### a. School Districts

Accompanied by President Kraus, I had introductory meetings with the new leadership of the two main school districts in San Bruno to introduce ourselves and the Foundation and tell them about our community listening campaign. We first met with Kevin Skelly, Ph.D., the incoming superintendent of the San Mateo Union High School District, and Liz McManus, deputy superintendent for business services. We also met with Cheryl Olson, the incoming superintendent of the San Bruno Park School District.

#### 5. Outreach to the Broader Philanthropic and Nonprofit Community

I continue to meet with members of the Bay Area philanthropic and nonprofit community to educate them about the Foundation, to seek general guidance as we develop our program and investment strategies, and to build relationships. Since the last Board meeting, I have met with the leadership of the San Francisco Foundation, the Carl Gellert and Celia Berta Gellert Foundation, and the Philanthropic Ventures Foundation. I am scheduled to meet with the CEO of Northern California Grantmakers on June 29.

# SAN BRUNO

## Community Foundation

### Memorandum

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**DATE:** June 26, 2015

**TO:** Board of Directors, San Bruno Community Foundation

**FROM:** Leslie Hatamiya, Executive Director

**SUBJECT:** Resolution in the Consent Calendar for the May 21, 2015, Regular Board Meeting

For the June 29, 2015, Special Meeting of the Board of Directors of the San Bruno Community Foundation, the Consent Calendar includes one resolution related to administrative and operational functions of the Foundation:

- Resolution Canceling the July 16, 2015, Regular Board Meeting and Scheduling a Special Board Meeting on July 29, 2015

We moved the date of our June Board meeting from its regular date in the third week of June to June 29 because the main order of business for the June Board meeting is receiving the report from our community listening campaign, which we did not expect to be ready for release until the last week of the month.

As indicated in the staff report supporting receipt of the community listening campaign report, there are a number of next steps in preparation for the Board's deliberations as it begins to make some key decisions about its program and investment strategies. To ensure that staff and the Board have sufficient time for these preparations, I am recommending that the Board adopt the resolution canceling its July 16, 2015, Regular Meeting and scheduling a Special Meeting on July 29, 2015. With the extra two weeks of preparation, the Board is likely to have a more productive and thoughtful discussion on July 29.

**Attachments:**

1. Adopt Resolution Canceling the July 16, 2015, Regular Board Meeting and Scheduling a Special Board Meeting on July 29, 2015



**RESOLUTION NO. 2015-\_\_**

**RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION  
CANCELING THE JULY 16, 2015, REGULAR BOARD MEETING AND SCHEDULING  
A SPECIAL BOARD MEETING ON JULY 29, 2015**

**WHEREAS**, the Foundation's Board of Directors will receive and accept the Public Dialogue Consortium's report on the Foundation's community listening and engagement campaign at its June 29, 2015, Special Board Meeting;

**WHEREAS**, Foundation staff will need ample time to synthesize the report and prepare for the Board's discussion of its program and investment strategies in light of the report; and

**WHEREAS**, the Regular Meeting of the Foundation's Board of Directors is scheduled for July 16, 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors cancels the Regular Board Meeting of July 16, 2015, and schedules a Special Board Meeting at 6:30 p.m. on July 29, 2015.

Dated: June 29, 2015

ATTEST:

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Emily Roberts, Secretary

I, Emily Roberts, Secretary, do hereby certify that the foregoing Resolution No. 2015-\_\_ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 29<sup>th</sup> day of June, 2015, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

# SAN BRUNO

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## Community Foundation

May 2015

### Budget Narrative

This report describes the amounts in columns a (Actual Year to Date), d (Final Expected Amount), and e (Change in Budget) of the monthly Budget Report, for those lines having material activity or adjustment.

### INCOME

**Line 1 Restitution Funds** – Actual (\$491,031) is the amount received from the City of San Bruno on February 24, 2015. Additional amounts to be received or accrued this fiscal year are uncertain.

**Line 2 Interest & Investment Income** – \$200,000 transferred to the Wells Fargo market rate savings account in early April has generated only \$13 interest.

### EXPENSES

**Line 4 Salaries & Wages** – Executive Director was hired effective February 2, 2015. There are no additional new employees expected this fiscal year.

**Line 5 Payroll Taxes & Benefits** - Actual costs include: Social Security/Medicare (\$4,462); Workers' Compensation Insurance (\$429); accrued Paid Time Off (\$4,486); and accrued Retirement (\$2,917). Life insurance is not expected until July.

**Line 7 Grants & Assistance** – The current expectation is that there will be no Grants or Assistance provided in the current fiscal year.

**Line 8 Occupancy** – Only cost is office lease (\$909 per month), which began April 1.

**Line 9 Insurance** – Actual (\$22,719) is: a) amount reimbursed to City in April 2014 (\$19,950); b) package non-profit liability coverage for March 21 to June 30, 2015 (\$271); and c) Directors & Officers (D&O) coverage for March 21 to May 31 (\$2,498). Annual premium cost for Crime policy, which became effective May 29, is \$2,725. Final expected amount includes D&O (\$1,071) and Crime coverage (\$227) for June.

**Line 10 Telecommunications** – Actual cost includes SBCF domain name purchase (\$1,154) by the City, cell phone account (\$298), and internet access (\$84). New website and corresponding cost will occur next fiscal year.

**Line 11 Postage & Shipping** – April cost of \$1,295 for community engagement postcard mailing represents 94% of total.

**Line 12 Printing & Copying** – Actual cost (\$4,204) is for 2,500 flyers (\$568), 17,500 postcards (\$3,461), and design of both (\$175). Final projected amount allows for limited copying of Listening Campaign report by fiscal year end.

**Line 13 Office Supplies** – This is the one budget line item that appears to have been budgeted very close to perfectly.

**Line 14 Office Equipment & Furniture** – Actual cost includes a laptop with accessories (\$1,846), cell phone with accessories (\$112), printer (\$505), and furniture (\$994 for desk, bookcase, cabinet, and folding table). No additional purchases projected this year.

**Line 15 Legal Fees** – Actual cost (\$26,275) was incurred by the City for organizational formation and start-up work. Final projected amount includes reimbursement to the City of additional legal fees incurred prior to February 2015 (\$8,500).

**Line 16 Auditor & Payroll Fees** – Actual cost (\$519) is payroll service fees. Total projected for year includes preparation of 2013-2014 tax returns by CPA firm (\$2,600). Cost of financial statement audit and tax preparation for year ended June 30, 2015 will be recorded in the following fiscal year.

**Line 17 Investment Consultant** – The current projection is that an Investment Consultant will not be hired in the current fiscal year.

**Line 18 Other Consultants** - Actual costs (\$121,119) include \$92,556 by the City for: formation and start-up work by Silicon Valley Community Foundation (\$7,732); Executive Director recruiting by the 360 Group (\$73,924); and Executive Director compensation consulting by Cotter & Associates (\$10,900). The remaining \$28,563 is for Listening Campaign consultant (\$22,595) and Accounting consultant (\$5,968). Additional \$25,548 projected for final month is for Listening Campaign consultant (\$11,405), additional 360 Group reimbursement to City (\$12,143) and accounting/bookkeeping services (\$2,000).

**Line 19 Travel, Meetings & Conferences** – Actual costs were incurred by the City for clerical support taking minutes at Board meetings (\$675) and meeting refreshments and meals (\$377); and directly by SBCF for Town Hall and Focus Group meetings (\$606), and accounting consultant travel (\$48).

**Line 21 Miscellaneous** – Actual cost includes \$125 Chamber of Commerce membership dues.

### **SUMMARY**

During the current fiscal year, SBCF will be operational for only the final five months. The focus is to establish policies, procedures, financial control systems, a physical office, and launch the community engagement campaign. 55% of expenses (\$141,031 out of \$256,569) shown in the May budget report were incurred by the City between April 2014 and January 2015.

The balance of funding, currently held in trust by the City, will likely be transferred during the next fiscal year, coinciding with the launching of SBCF's program expenditures.

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## Community Foundation

### May 2015 2014-2015 Budget Report

	(a)	(b)	(c)	(d)	(e)
	Actual Year to Date	Budget	Actual as % of Budget (a/b)	Final Expected Amount	Change in Budget (d - b)
<b>INCOME</b>					
1 Restitution Funds	\$ 491,031	\$ 70,088,703	0.7%	\$ 491,031	\$ (69,597,672)
2 Interest & Investment Income	13	4,906,209	0.0%	19	(4,906,190)
3 <b>Total Income</b>	491,044	74,994,912	0.7%	491,050	(74,503,862)
<b>EXPENSES</b>					
4 Salaries & Wages	58,333	195,000	29.9%	72,917	(122,083)
5 Payroll Taxes & Benefits	12,324	44,850	27.5%	15,400	(29,450)
6 <b>Subtotal Personnel</b>	70,657	239,850	29.5%	88,317	(151,533)
7 Grants & Assistance	-	3,504,435		-	(3,504,435)
8 Occupancy	1,819	26,000	7.0%	2,728	(23,272)
9 Insurance	22,719	19,950	113.9%	24,016	4,066
10 Telecommunications	1,535	3,000	51.2%	1,640	(1,360)
11 Postage & Shipping	1,374	11,000	12.5%	1,500	(9,500)
12 Printing & Copying	4,204	35,000	12.0%	4,400	(30,600)
13 Office Supplies	858	1,000	85.8%	1,000	-
14 Office Equipment & Furniture	3,614	15,000	24.1%	3,614	(11,386)
15 Legal Fees	26,275	150,000	17.5%	34,775	(115,225)
16 Auditor & Payroll Fees	519	6,107	8.5%	3,235	(2,872)
17 Investment Consultant	-	140,000		-	(140,000)
18 Other Consultants	121,119	170,000	71.2%	146,667	(23,333)
19 Travel, Meetings & Conferences	1,706	8,000	21.3%	2,300	(5,700)
20 Board Development	-	7,500		-	(7,500)
21 Miscellaneous	170	-		240	240
22 <b>Subtotal Non-Personnel</b>	185,912	4,096,992	4.5%	226,115	(3,870,877)
23 <b>Total Expenses</b>	256,569	4,336,842	5.9%	314,432	(4,022,410)
24 <b>Net Surplus</b>	\$ 234,475	\$ 70,658,070	0.3%	\$ 176,618	\$ (70,481,452)

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## Community Foundation

### Statement of Financial Position as of May 31, 2015

#### ASSETS

Cash, Wells Fargo General	\$ 25,213.71	
Cash, Wells Fargo Payroll	24,188.87	
Cash, Wells Fargo Savings	200,009.20	
<b>Total Cash</b>		249,411.78
Prepaid Expenses	7,192.81	
<b>Total Other Current Assets</b>		7,192.81
Deposits	1,520.45	
<b>Total Other Assets</b>		1,520.45
<b>TOTAL ASSETS</b>		<u>\$ 258,125.04</u>

#### LIABILITIES & NET ASSETS

##### **LIABILITIES**

Accounts Payable	16,247.13	
Accrued Expenses	2,916.67	
Accrued Employee PTO	4,485.80	
<b>Total Liabilities</b>		23,649.60

##### **NET ASSETS**

Year to Date Net Income	234,475.44	
<b>Total Net Assets</b>		234,475.44
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>		<u>\$ 258,125.04</u>

# SAN BRUNO

## Community Foundation

### Memorandum

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**DATE:** June 26, 2015

**TO:** Board of Directors, San Bruno Community Foundation

**FROM:** Leslie Hatamiya, Executive Director

**SUBJECT:** Audit Committee Report

Article XIII, Section 4, of the San Bruno Community Foundation's Bylaws states that the Foundation "shall retain an[] independent auditor and conduct annual independent audits (commencing with Section 12586(d) of the California Government Code)." Article VII, Section 5, of the Bylaws establishes an Audit Committee whose duties include "[a]ssisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary."

The Foundation received and spent funds for the first time during the 2014-2015 fiscal year, which concludes on June 30, so the time has come to prepare for the organization's first audit. The Audit Committee met on June 23, 2015, to begin the process of securing the services of an independent certified public accounting (CPA) firm to provide audit and related services.

#### **1. Election of Committee Chair**

Article VII, Section 5, of the Bylaws establishes an Audit Committee consisting of at least two members of the Board of Directors.

On March 19, 2015, the Board approved the appointment of Vice President John McGlothlin and Board Member Patricia Bohm to the Audit Committee. At that time, the Board did not designate a Committee chair.

Because identifying a Committee chair would help ensure the proper functioning of the Committee, including providing guidance in the development of the Committee's meeting agendas and running the Committee's meetings, on June 23 the Committee elected Mr. McGlothlin to serve as its chair.

#### **2. Contracting with a Single CPA Firm for Audit and Tax Preparation Services**

On June 23, the Committee discussed the desire to use a single CPA firm both to conduct the Foundation's annual audit of financial statements and to prepare the Foundation's annual tax returns. As a tax-exempt 501(c)(3) public charity, the Foundation is required to submit informational federal (IRS Form 990) and state

# SAN BRUNO

## Community Foundation

### Memorandum

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(California Form 199) tax returns as well as the annual registration renewal fee report with the California Attorney General's Office (RRF-1). Because it is economical and efficient to use the same CPA firm to provide both audit and tax preparation services, the Committee is recommending that the Board pass the attached resolution approving the use of a single CPA firm to perform both functions.

### **3. Process for Selecting a CPA Firm for Audit and Tax Preparation Services**

At its meeting, the Committee agreed upon the following process and timeline for selecting a certified public accounting firm to conduct its audit and prepare its tax returns.

- June 23: Audit Committee drafts a Request for Proposals (RFP) for Audit and Tax Preparation Services
- June 29: Audit Committee reports process and timeline to the Board and shares RFP with the Board
- Starting June 30: Executive Director sends the RFP to CPA firms that provide nonprofit audit and related services
- July 31: Deadline for receiving responses to the RFP
- August 10-16: Audit Committee reviews the responses
- August 17: Audit Committee meets to select a small number of finalists for consideration
- August 18-30: Audit Committee interviews finalists, requests additional information as needed, and checks references
- August 31: Audit Committee meets to select top finalist to recommend to the Board
- September: Board approves selection of a CPA firm for audit and related services (may need to schedule special meeting in early September)

The two August committee meeting dates are subject to confirmation upon securing appropriate meeting room space.

This timeline will allow for completion of the audit and tax returns by November 1, if the selected firm has the availability to do its review of the Foundation's financial reports and systems from mid-September to mid-October. This timing would allow the tax returns to be submitted by their November 15 deadline. If this timing is too aggressive, the Foundation can file for a three-month extension with the tax agencies, which would move the deadline to February 15.

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## Community Foundation

### Memorandum

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#### **4. Preparation of RFP for Audit and Tax Preparation Services**

As the first step in the process of selecting a CPA firm, the Committee drafted an RFP for audit and tax preparation services, with a Professional Services Agreement template attached. Both documents are attached to this memorandum.

The RFP provides:

- Background information on the Foundation
- A list of expected annual audit and tax services deliverables
- A list of information sought from responding CPA firms
- The deadline and process for responding

The Professional Services Agreement template is the Foundation's standard consulting agreement, with minor edits to reflect the specific needs of the Foundation's relationship with its auditor/tax preparer.

Also attached is a list of Bay Area CPA firms to whom the Foundation may want to send the RFP, which the Committee and the Executive Director have compiled. It includes both larger and smaller CPA firms that have been recommended by other nonprofit organizations or that are known to have significant nonprofit practices. On June 30, the Executive Director will begin sending out the RFP to these CPA firms and to additional firms that may be added to the list.

Attachments:

1. Resolution Contracting with the Same Certified Public Accounting Firm to Conduct Independent Audit of SBCF's Financial Statements and to Prepare SBCF's tax returns
2. RFP for Audit and Tax Preparation Services
3. Professional Services Agreement Template for Audit and Tax Preparation Services
4. List of CPA Firms



**RESOLUTION NO. 2015-\_\_**

**RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION  
APPROVING CONTRACTING WITH THE SAME CERTIFIED PUBLIC ACCOUNTING  
FIRM TO CONDUCT INDEPENDENT AUDIT OF SBCF'S FINANCIAL STATEMENTS  
AND TO PREPARE SBCF'S TAX RETURNS**

**WHEREAS**, Article XIII, Section 4, of the San Bruno Community Foundation's Bylaws states that the Foundation "shall retain an[] independent auditor and conduct annual independent audits (commencing with Section 12586(d) of the California Government Code)";

**WHEREAS**, Article VII, Section 5, of the Bylaws establishes an Audit Committee whose duties include "[a]ssisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary";

**WHEREAS**, the Foundation is required to submit informational federal (IRS Form 990) and state (California Form 199) tax returns as well as the annual registration renewal fee report with the California Attorney General's Office (RRF-1); and

**WHEREAS**, it is economical and efficient to use the same certified public accounting firm to conduct the Foundation's annual independent audit of its financial statements and to prepare the Foundation's tax returns.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors approves contracting with the same certified public accounting firm to conduct the Foundation's annual independent audit of its financial statements and to prepare the Foundation's tax returns.

Dated: June 29, 2015

ATTEST:

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Emily Roberts, Secretary

I, Emily Roberts, Secretary, do hereby certify that the foregoing Resolution No. 2015-\_\_ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 29<sup>th</sup> day of June, 2015, by the following vote:

AYES:      Board members:

NOES: Board members:

ABSENT: Board members:

# SAN BRUNO

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## Community Foundation

### REQUEST FOR PROPOSAL

June \_\_, 2015

The San Bruno Community Foundation (“Foundation”) requests a proposal for the annual audit of its financial statements and preparation of state and federal information returns (IRS-990, CA-199, and RRF-1).

The Foundation is a nonprofit entity incorporated in California, with federal income tax exemption issued under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Foundation is classified as a public charity and, under Section 509(a)(3), as a Type I supporting organization.

The Foundation is the organization created by the San Bruno City Council to administer the \$70 million in restitution funds resulting from the devastating 2010 gas pipeline explosion in San Bruno’s Crestmoor neighborhood. As stated in the Foundation’s bylaws, the primary purpose of the Foundation is “to benefit the San Bruno community through enduring and significant contributions to, and investments in, charitable and community programs, and publicly owned community facilities, over the long term.”

A seven-member Board of Directors appointed by the City Council governs the Foundation. The Board has a two-member Audit Committee that is overseeing the auditor selection process. The Foundation’s fiscal year runs from July 1 to June 30.

The Foundation was founded in 2013 and began independent operations in early 2015. In 2013-2014, the Foundation reported revenues and expenses of \$0, as the City has held the restitution funds in a custodial account. For 2014-2015, total revenue is projected at \$491,031 (receipt of the first tranche of restitution funds), and total projected expenses are \$315,552 (which included reimbursement to the City for costs incurred in the formation of the Foundation through January 2015). The Foundation expects to receive the balance of the restitution funds in 2015-2016, with total revenue for that fiscal year budgeted at \$69,627,658 and total expenses currently projected at \$335,774. The Foundation is in the process of determining its initial program and investment strategies and will likely amend the 2015-2016 budget in the fall to reflect adoption of those strategies.

Currently, the Foundation employs one full-time staff person and one part-time contractor (accounting consultant/full charge bookkeeper). In the four months since bank accounts were opened, vendor and reimbursement payments have averaged less than 10 per month. In addition to savings, payroll, and general checking accounts, the Foundation has a credit card account in the name of SBCF and the Executive Director.

## **EXPECTED ANNUAL AUDIT & TAX SERVICES DELIVERABLES**

The selected auditor or CPA firm will be expected to do the following annually for a term not to exceed three years:

1. Conduct an audit of the Foundation's records, internal controls, and financial statements in accordance with auditing standards generally accepted in the United States of America.
2. Communicate with the Audit Committee as appropriate, before, during, and after audit fieldwork.
3. Complete an audit report of Foundation financial statements with appropriate accompanying notes.
4. Complete a report to management, which includes recommendations on strengthening internal controls and/or operations.
5. Present both reports mentioned in numbers 3 and 4 above to the Foundation Board of Directors at one of its meetings.
6. Complete IRS-990, CA-199, and RRF-1 by November 1, thereby allowing for timely filing of these forms on or before November 15 (or such extension as mutually agreed).

## **INFORMATION AND/OR RESPONSES TO BE PROVIDED**

In order to assist the Board of Directors in its search for an auditor to provide the services described above, please provide, by July 31, 2015, a proposal that includes responses to the following:

1. Please describe your firm's background, history, and areas or industries of specialization. In particular, please highlight your experience with 501(c)(3) nonprofit organizations, particularly those with assets of at least \$50 million. Please include the names of any principals of the firm and their backgrounds. Also, please provide a copy of your firm's annual report (if any) and/or other literature about your firm.
2. Please provide the location of your office(s) and the names and titles of personnel that are expected to be involved in the Foundation's annual audit and tax services.
3. Please provide a proposed timeline for fieldwork and final reporting for all services requested. Provide a scenario for a November 15 tax filing and for a February 15 extended tax filing for fiscal year 2014-2015.
4. Does your firm have a written Code of Conduct, Ethics Policy, or Conflict of Interest Policy? If so, please provide a copy of each.
5. Please describe the level of coverage for errors and omissions and professional liability insurance your firm carries. List the insurance carrier(s) supplying the coverage.
6. Has your firm, or anyone in your firm, provided any gifts, travel and room expenses, entertainment, or meals to any Foundation Board member or employee during the past 12 months? If yes, please describe in detail.
7. What do you feel makes your firm superior to other firms that the Foundation may be considering?
8. Provide a list of other nonprofit 501(c)(3) clients for whom your firm provides annual audit services. Also, please provide a sample of your audit reports for such organizations.
9. Please provide a reference to three of your nonprofit 501(c)(3) clients who have hired your firm for annual audit services during the past five years.

10. What will be your projected fee for completing all services described above in the “Expected Annual Audit & Tax Services Deliverables” section of this RFP for fiscal year 2014-2015? Indicate how these fees may change for fiscal years 2015-2016 and 2016-2017. Do you provide any financial incentives for clients who are particularly well prepared and organized in preparing for the audit?
11. Does the fee described above differ from fees charged to other clients? If yes, please explain.
12. Describe any other potential fees that the Foundation may be subject to based upon common situations with other clients.
13. Include a copy of your firm’s pre-audit requests for information that your clients are required to provide, including any worksheets and questionnaires. How far in advance of the site visit must the information be submitted to your firm?
14. Describe your process for informing clients of the timeline for completion of the audit and tax filings.
15. Include a copy of your firm’s most recent peer review report, the related letter of comments, and the firm’s response to the letter of comments.
16. Provide any additional information that you believe to be relevant to the Request for Proposal and your capability to provide the services requested.

Basis for award of contract will include but not be limited to responsiveness to the RFP, interview performance, quality and timeliness of service, and price.

Only licensed Certified Public Accountants or firms may respond to this RFP. The Foundation reserves the right to reject all proposals or request additional information from one or more proposers. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the proposer and will not be reimbursed by the Foundation.

The successful proposer agrees to execute a professional services agreement for the work in a form substantially similar to that attached hereto.

Submit proposals by July 31, 2015, to:

San Bruno Community Foundation  
Attn: Audit Committee  
901 Sneath Lane, Suite 209  
San Bruno, CA 94066  
[lhatamiya-sbcf@sanbruno.ca.gov](mailto:lhatamiya-sbcf@sanbruno.ca.gov)

Questions? Please contact Leslie Hatamiya, Executive Director, at [lhatamiya-sbcf@sanbruno.ca.gov](mailto:lhatamiya-sbcf@sanbruno.ca.gov) or (650) 922-1223.

# SAN BRUNO

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## Community Foundation

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is entered into by and between the San Bruno Community Foundation, the "Foundation," a California 501(c)(3) nonprofit corporation, and \_\_\_\_\_, a [insert form: corporation of \_\_, limited liability corporation, sole proprietor], with offices located in \_\_\_\_\_ ("Contractor"). Its purpose is to clearly define the responsibilities and compensation of the Contractor.

1. **Relationship.** During the term of this Agreement, Contractor will provide professional services (the "Services") to the Foundation as described on Exhibit A attached to this Agreement. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services in a manner commensurate with community professional standards. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Foundation. Contractor shall maintain a City of San Bruno business license during the term of this Agreement.

2. **Fees.** As consideration for the Services to be provided by Contractor and other obligations, the Foundation shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein.

3. **Expenses.** Contractor shall not be authorized to incur on behalf of the Foundation any expenses without the prior consent of the Foundation's Executive Director, whose consent shall be evidenced in writing for any expenses in excess of \$100.00. As a condition to receipt of reimbursement, Contractor shall be required to submit to the Foundation reasonable evidence that the amount involved was expended and related to Services provided under this Agreement.

4. **Term and Termination.** Contractor shall provide Services to the Foundation for a period commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_. However, the Relationship shall terminate prior to such date if Contractor shall have been paid the maximum amount of fees as provided in Exhibit B, unless otherwise agreed to in writing.

Notwithstanding the above, either party may terminate this Agreement at any time upon two weeks' written notice. In the event of such termination, Contractor shall be paid for any portion of the Services that have been performed prior to the termination.

This agreement can be renewed for two additional years by mutual agreement at the end of each year.

5. **Background Check.** Contractor agrees to undergo credit and criminal background checks, and this Agreement is contingent on the successful completion of such checks. [Previous sentence is for individual Contractors. For firms, delete the previous sentence and insert the following: Contractor agrees to certify that all employees with access to Foundation information have successfully completed credit and criminal background checks.]

6. **Independent Contractor.** Contractor's relationship with the Foundation will be that of an independent contractor and not that of an employee.

a. **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services. Contractor may, at Contractor's own expense, employ or engage the service of such employees or subcontractors as Contractor deems necessary to perform the Services required by this Agreement. Such employees or subcontractors are not employees of the Foundation, and Contractor shall be wholly responsible for the professional performance of the Services by his employees and subcontractors such that the results are satisfactory to the Foundation.

b. **No Authority to Bind Foundation.** Neither Contractor nor any partner, agent, or employee of Contractor has authority to enter into contracts that bind the Foundation or create obligations on the part of the Foundation without the prior written authorization of the Foundation.

c. **No Benefits.** Contractor acknowledges and agrees that Contractor (or Contractor's employees, if Contractor is an entity) will not be eligible for any Foundation employee benefits and, to the extent Contractor (or Contractor's employees, if Contractor is an entity) otherwise would be eligible for any Foundation employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees) hereby expressly declines to participate in such Foundation employee benefits.

d. **Tax Indemnification.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Contractor agrees to indemnify, defend and hold the Foundation harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Foundation by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's partners, agents, or its employees.

e. **Liability Indemnification.** Contractor shall indemnify, defend, and hold the Foundation, its Board of Directors, officers, agents, employees, and the City of San Bruno harmless from any and all claims, damages, losses, causes of action, and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the Contractor is not covered under the Foundation's general liability insurance, employee benefits, or worker's compensation insurance. It further establishes that the Contractor shall be fully responsible for such coverage.

f. **Insurance.** Contractor shall return an executed copy of this Agreement with proof of insurance and endorsements to insurance coverage satisfactory to the Foundation that shows that on or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement insurance coverage naming the Foundation, its officers, officials and employees, as well as the City of San Bruno, as additional insureds, as follows: i) statutory Workers' Compensation

Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits not less than \$1,000,000, [If the Contractor has no employees, it need not carry worker's compensation and employer liability insurance and this may be deleted] ii) Commercial General and Automobile Liability insurance in an amount not less than \$1,000,000 per occurrence, and c) [If there is no standard professional liability insurance or errors or omissions insurance generally available for the particular service then this may be deleted] professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor.

7. **Supervision of Contractor's Services.**

a. **Audit Services.** All Audit Services to be performed by Contractor, including but not limited to the Services related to the audit of the Foundation's financial statements in Exhibit A, will be as agreed between Contractor and the Audit Committee. Contractor will be required to report to the Audit Committee concerning the Audit Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Audit Committee. The Audit Committee is responsible for the retention of Contractor's services and agreement on scope of work.

b. **Tax Services.** All Tax Services to be performed by Contractor, including but not limited to the Services related to the preparation of the Foundation's tax returns in Exhibit A, will be as agreed between Contractor and the Executive Director. Contractor will be required to report to the Executive Director concerning the Tax Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Executive Director. The Executive Director is responsible for the retention of Contractor's services and agreement on scope of work.

8. **Assignment and Subcontracting.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Foundation, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. Unless otherwise specified in Exhibit A, Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the Foundation.

9. **Discrimination and Harassment Prohibited.** Contractor will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

10. **Confidential Information.** Contractor agrees at all times during the term of this Agreement and thereafter to hold in strictest confidence and not to use, except for the benefit of the Foundation to the extent necessary to perform under this Agreement, or to disclose to any person, firm, corporation, or other entity, without written authorization of the Board of Directors of the Foundation, any Confidential Information of the Foundation. Contractor further agrees not to make copies of such Confidential Information except as authorized by the Foundation. As used in this Agreement, the term "Confidential Information" means information pertaining to any aspects of the Foundation's business which is either information not known by the general public or is proprietary information of the Foundation or its affiliates, whether of a technical nature or otherwise.



11. **Ownership of Documents.** All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of the Foundation. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees, or subcontractors shall be delivered at once to the Foundation.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no less than three years after the Foundation makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Foundation.

13. **Conflict of Interest.**

a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to a "conflict of interest," as that term is defined in the Political Reform Act, as codified at California Government Code Section 81000, et seq., on the part of the Contractor, or that Contractor has already disclosed all such relevant information in writing.

b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest in the part of the Contractor is discovered after award, the Contractor will make a full disclosure in writing to the Foundation. This disclosure shall include a description of the actions, which the Contractor has taken or proposes to take, after consultation with the Foundation to avoid, mitigate, or neutralize the actual or potential conflict and shall take all such steps within thirty (30) days.

c. **Interests of Foundation Officers, Board Members, and Staff.** No officer, board member or employee of the Foundation shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of the Contractor's family shall serve on any Foundation board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations or authorizes funding Contractor.

14. **Conflicts with this Agreement.** Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees, or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor warrants that Contractor has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to the Foundation or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any deliveries provided to the Foundation herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Foundation. Contractor represents and warrants that Contractor has not granted and will not grant any rights or licenses to any intellectual property that would conflict with Contractor's obligations under this Agreement. Contractor will not knowingly infringe upon any copyright, trade secret, or other property right of any former client, employer, or third party in the performance of the Services required by this Agreement.

15. **Miscellaneous.**

a. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

b. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

c. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

d. **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

e. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

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

g. **Alternative Dispute Resolution.** If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, the Foundation and Contractor agree to resolve the dispute in accordance with the following:

i. Each party shall designate a senior management or executive level representative to negotiate any dispute.

ii. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

iii. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

iv. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days and shall be concluded within 15 days from the commencement of the mediation.

v. The parties shall equally bear the costs and fees of any third party in any alternative dispute resolution process.

vi. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

h. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below.

SAN BRUNO COMMUNITY FOUNDATION

By: Leslie Hatamiya

Title: Executive Director

Signature: \_\_\_\_\_

Address: 901 Sneath Lane, Suite 209, San Bruno, CA 94066

Date: \_\_\_\_\_

NAME OF CONTRACTOR

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

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF SERVICES

EXHIBIT B

COMPENSATION

## **Suggested Bay Area CPA Firms with Nonprofit Practices**

As of June 24, 2015

Armanino - San Francisco  
Bedinger & Company - Concord  
Boman Accounting Group, Inc. - Campbell  
Cook & Company - San Francisco  
Crosby & Kaneda - Oakland  
Frank, Rimerman + Co. LLP - Palo Alto/San Francisco  
Harrington Group - San Francisco/Pasadena  
Hood & Strong – San Francisco  
Lamorena & Chang CPA - San Francisco  
Memole & Co. - Redwood City  
PMB Helin Donovan - San Francisco  
RJ Ricciardi, Inc. - San Rafael  
Seiler LLP - San Francisco/Redwood City  
Vargas & Company - San Jose

# SAN BRUNO

## Community Foundation

### Memorandum

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**DATE:** June 26, 2015

**TO:** Board of Directors, San Bruno Community Foundation

**FROM:** Leslie Hatamiya, Executive Director

**SUBJECT:** Community Listening Campaign Report from the Public Dialogue Consortium and Foundation's Next Steps

The San Bruno Community Foundation's community listening campaign, conducted with the assistance of the Public Dialogue Consortium (PDC), concluded on June 12, 2015, after nearly two months of active community engagement.

#### **Listening Campaign Report from the Public Dialogue Consortium**

At the Board meeting on June 29, 2015, PDC President and Senior Consultant Shawn Spano, Ph.D., will present PDC's report documenting the community input received throughout the listening campaign. A copy of the report is attached to this memo.

The report documents:

- Background on the Foundation
- Engagement approach used during the community listening campaign
- Engagement activities during the community listening campaign
- Recruitment and participation summary
- Participant demographics
- Emerging themes: (a) assets and resources, and (b) needs and suggestions

During the meeting, Dr. Spano will go through the report, highlighting key themes heard during the campaign, and answer questions from the Board and the public.

#### **Next Steps**

With the conclusion of the community listening campaign and receipt of the campaign report, we now proceed to the next stage in the Foundation's strategic planning process. Over the summer, informed by the campaign report, the Board will begin to make some key decisions about its program and investment strategies. To assist the Board in its deliberations, I propose the following next steps to take place in advance of the July Board meeting:



# SAN BRUNO

## Community Foundation

### Memorandum

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- **Develop Endowment Scenarios**

One of the fundamental questions the Board will tackle is how much money it wants to treat as a “quasi-endowment” with a long-term investment strategy. An endowment is designed to keep the principal amount intact, while using investment income for specifically designated charitable purposes. A true endowment is established at the direction of the donor and must be maintained inviolate and held in perpetuity. None of the Foundation’s restitution funds are legally designated as endowment, and, therefore, the funds would not be considered a true endowment. The Foundation has no legal obligation to treat any portion of the funds as an endowment and could spend the entire \$70 million in the short term. However, one strategy for leveraging the funds and providing ongoing benefits is to treat all or a portion of the restitution funds as a quasi-endowment (sometimes also referred to as “funds functioning as endowment,” or “FFE”) that is invested following a long-term investment strategy. Legally, the principal of a quasi-endowment can be withdrawn and spent at any time, but the quasi-endowment is established to reap the benefits of long-term investment potential and should not be set up if frequent withdrawals are needed.

To assist the Board in better understanding how establishment of a quasi-endowment might affect its program strategy, I have enlisted the pro bono assistance of Mark Hayes, Ph.D., a former managing director of the Stanford Management Company, the investing arm that manages Stanford University’s endowment portfolio. I am working with Dr. Hayes to develop a simple model to demonstrate various scenarios in which a different portion of the restitution funds is treated as a quasi-endowment. These endowment scenarios will show how the size of a quasi-endowment would affect the Foundation’s operating budget and ability to fund programs and projects. I hope to have Dr. Hayes present the model and the endowment scenarios that arise from it to the Board at its July meeting.

- **Meet with Representatives of the City Council Regarding the Report**

A significant portion of the suggestions in the listening campaign report involves City facilities or programs. For the Foundation to successfully fund such projects would require the coordination, support, and mutual understanding of the City and its leadership. Moreover, we understand that the City already has addressed several of the suggestions identified in the report, such as implementation of the Transit Corridor Plan (the City’s vision to revitalize the downtown), renovation of park restrooms, rebuilding of the water and sewer systems pursuant to a long-term capital improvement program approved by the City Council, and ongoing street rehabilitation. In addition, some community meeting space will be included in the design of the proposed hotel planned for development at The Crossing (across El Camino Real from The Shops at Tanforan).

# SAN BRUNO

## Community Foundation

### Memorandum

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As a result, I believe it is critical for representatives of the Foundation Board to meet in the near future with representatives of the City Council, along with the City Manager, to share the report, to learn about the City's existing plans to address some of the suggestions, to understand the City Council's interests in the various suggestions, and to discuss benefits and challenges in undertaking various suggestions. Because such a meeting is a natural extension of the community engagement process, I recommend that the Board extend the term of the Ad Hoc Committee on Community Engagement through the summer and direct this committee to represent the Foundation at such meetings with City Council representatives. The members of this ad hoc committee are President Nancy Kraus, Secretary Emily Roberts, and Board Member Frank Hedley.

- **Share the Report with Other Stakeholders**

In addition to the City, other key community stakeholders are involved in some of the suggestions outlined in the report, including but not limited to the San Mateo Union High School District, the San Bruno Park School District, San Mateo County, and the business community. I plan to share the report with these entities and invite discussion with them about their interests in working with the Foundation to pursue the relevant suggestions.

- **Obtain Conceptual Scoping of Potential Capital Projects**

In the report, many of the suggested uses of the restitution funds involve capital projects – for example, an upgraded and expanded library, a new recreation center, an indoor pool for year-round use, new and enhanced sports fields, upgraded playground equipment and park facilities, installation of lighting on playing fields and in parks, and a new fire house. For the Board to properly evaluate the viability of these suggestions, I believe some preliminary, high-level cost estimates are necessary. As a result, I have begun seeking proposals from several area construction management firms and architectural firms to provide us with a conceptual scoping of many of these suggestions, to be completed prior to and presented at our July Board meeting. I believe the cost for such a project would be under \$20,000, which is within my contract authority as the Executive Director.

- **Compile Demographic and Other Relevant Data on San Bruno**

Finally, I am working to compile additional data on the San Bruno community that would be helpful to the Board's strategic deliberations. This data may include demographic and Census data, as well as other available data related to the current state and use of community facilities, transportation systems, social services, schools, sports and recreation programs, and other programs and systems in San Bruno.

# SAN BRUNO

## Community Foundation

### Memorandum

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In summary, informed by the campaign report, these immediate next steps will help guide the Board in developing its grant-making and investment policies, which are subject to City Council approval. To ensure transparency, the Foundation also plans to update the community regularly through the use of electronic communications to a growing email list that already exceeds 500 addresses, possible hard-copy mailings to all residents, and development of a new website. We also encourage attendance at our Board meetings and will look for future opportunities to provide for community engagement at various stages in the Foundation's planning process and execution of its program objectives.

#### Attachments:

1. Final Report, San Bruno Community Foundation Community Listening Campaign, Compiled by the Public Dialogue Consortium, June 29, 2015

# San Bruno Community Foundation Community Listening Campaign Final Report



Compiled by  
The Public Dialogue Consortium

June 29, 2015

**Si usted tuviera \$70 millones para ayudar a San Bruno, ¿cómo los invertiría?**



Ahora es SU oportunidad para ofrecernos sugerencias de cómo la Fundación de la Comunidad de San Bruno puede utilizar cuidadosa y efectivamente \$70 millones para beneficiar a toda la comunidad a largo plazo.

La Fundación de la Comunidad de San Bruno (SBCF) fue establecida por la alcaldía para supervisar \$70 millones en fondos de reembolsos resultantes de la devastadora explosión del oleoducto ocurrida en nuestra ciudad en el 2010. La Fundación quiere oír de la comunidad antes de tomar decisiones de inversión.

**Necesitamos SU voz** en esta conversación. Díganos sus ideas. Conozca la opinión de las otras personas de la comunidad.

**Así es como puede participar:**

**ASISTA A UNA REUNION EN LA ALCALDIA**

<p>Seleccione la que sea más conveniente para usted. 6:30-8:30 p.m. <b>Refrigerios. No necesita reservación.</b> Las reuniones serán facilitadas por el Public Dialogue Consortium en representación de la Fundación de la Comunidad de San Bruno. Se habla Español.</p>	<p>Lunes, 11 de Mayo Capuchino High School Cafeteria, 1501 Magnolia Avenue Jueves, 28 de Mayo Belle Air Elementary School, 450 3rd Avenue Miércoles, 3 de Junio San Bruno Senior Center, 1555 Crystal Springs Road</p>
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**PARTICIPE EN LÍNEA**

No puede asistir a la reunión? También puede darnos su opinión haciendo una encuesta en línea o participando en a nuestro panel de discusión en [www.SBCFListens.com](http://www.SBCFListens.com)

La fecha límite para completar la encuesta es el 12 de junio. Las copias impresas de la encuesta se pueden recoger y entregar en la Alcaldía de San Bruno (San Bruno City Hall), la Biblioteca, el Centro de Recreación y el Centro para Personas de la Tercera Edad (Senior Center).

**SUS IDEAS IMPORTAN. ¡QUEREMOS ESCUCHAR DE USTED!**



## **Overview**

The San Bruno Community Foundation (SBCF), along with Public Dialogue Consortium (PDC), conducted a Community Listening Campaign from late April to mid-June 2015. The purpose of the Campaign was to engage the public in conversations related to the assets and needs of the San Bruno community, and to hear the public's ideas for how to allocate the nearly \$70 million dollars in restitution funds from PG&E for the benefit of the entire community.

The two months of intensive public outreach and engagement included one-on-one community conversations, focus groups, large town hall conversations, an online survey and participation platform, and a written survey. Each of these outreach and engagement activities was organized around a common set of questions that enabled community members to express a wide range of views and perspectives, while also providing the SBCF Board of Directors with focused responses related to allocating the restitution funds.

An analysis of the responses reveals that community members expressed a number of dominant themes regarding the assets and needs of their community, and how they would like to see the restitution funds allocated to meet those needs. These themes emerged clearly from the responses, indicating a fairly stable and consistent set of ideas and suggestions that cut across each of the engagement activities. This report summarizes these themes as well as the overall outreach and engagement effort, while also including some of the more distinct and unique ideas that were expressed.

## **Background**

Consequent to the devastating 2010 gas pipeline explosion in San Bruno's Crestmoor neighborhood, the Mayor, City Council, and City leaders pursued a restitution settlement from PG&E to be used to benefit the entire San Bruno community. Their efforts resulted in a \$70 million fund to be managed by a new nonprofit foundation.

In 2013, the City Council created the SBCF, adopted Foundation Bylaws defining the mission and scope of the Foundation, and appointed a seven-member volunteer Board of Directors entrusted to manage the fund and oversee the organization. The Council defined the primary purpose of the Foundation as being "to benefit the San Bruno community through enduring and significant contributions to, and investments in, charitable and community programs, and publicly owned community facilities over the long term."

As a supporting organization to the City Council, the Foundation is required to operate under the provisions of the Brown Act. All Board meetings are open to the public, and meeting agendas, minutes, and reports are posted on the City's website. Further, the Council maintains a number of reserved powers over the Foundation, including approving the Foundation's annual budget and the grant and investment policies.

The Board members assumed their appointed roles in late 2013 and began the task of acquiring official nonprofit status for the Foundation and adopting policies and procedures to govern its operations.

In 2014, the Board conducted a nationwide search for the Foundation's first Executive Director. Leslie Hatamiya joined the Foundation in February 2015 and serves as its only employee.

As the first stage in its strategic planning process, in late April 2015 the Foundation launched the Community Listening Campaign to give members of the San Bruno community the opportunity to share their thoughts and ideas about how to use the \$70 million to benefit the entire San Bruno community prior to the Board making any decisions about program or investment strategy. The Foundation engaged the services of the PDC to design, implement, and facilitate the campaign.

The following principles underscored all aspects of the Community Listening Campaign:

- The Foundation has no preconceived ideas about how to spend the money.
- The feedback from the community will help inform the Board as it deliberates the development of investment and grant-making strategies.
- The Foundation's Purpose Statement, which is referenced above, guides the Listening Campaign's engagement with the community.

## Engagement Approach

To meaningfully engage as many San Bruno community members as possible, the Board approved a multi-pronged approach that included mailing an announcement of the process, including dates of meetings, to every address in San Bruno; distributing flyers throughout the community; and conducting community conversations, focus groups, town hall conversations, and an online and written survey. PDC formulated the outreach and engagement questions used throughout the campaign to elicit both broad and specific community input designed to help the Foundation Board decide how to utilize the funds.

The same set of questions was used across all of the engagement activities. These questions were developed using a tiered approach, starting with an appreciative question designed to elicit community assets and resources (Question 1). The second question built on the first question, while eliciting a different set of responses that served as a bridge between community assets and needs (Question 2). The next question asked directly about community needs, with a follow-up probe designed to encourage participants to elaborate and expand on their initial responses (Question 3). These three questions established a foundation for the final question, which asked participants for specific ideas and suggestions for allocating the funds in ways that would address the community's needs (Question 4).

The four questions used in each of the engagement activities were:

- 1) *What are some of things that you like most about San Bruno?*
- 2) *What do you think would make San Bruno even better?*
- 3) *What needs do you see in San Bruno? Why they are important?*
- 4) *What kinds of projects or services do you think would address those needs?*

## Engagement Activities

The Listening Campaign consisted of a robust engagement strategy involving four distinct yet parallel activities.

**Community Conversations:** These Conversations, which took the form of one-on-one interviews, were conducted at three San Bruno community events, each of which was open to the public. Members of the PDC team attended the events and gently approached participants to ask if they would be willing to answer questions about the restitution fund. SBCF Board members and the Executive Director were present, but not in an interviewing capacity. PDC team members recorded responses on clipboards. Approximately 200 participants engaged in Community Conversations at these events:

1. American Legion Breakfast (April 25)
2. Operation Clean Sweep (May 2)
3. Annual Posy Parade (June 7)

**Focus Groups:** The Foundation organized seven Focus Groups targeting varying demographics and affinity groups in San Bruno. The Focus Groups were facilitated and recorded by members of the PDC team. SBCF Board members and the Executive Director were in attendance but did not participate. The Focus Groups mirrored the community conversations with the exception that they were conducted with a group of 9-14 people rather than in a one-on-one format. Approximately 100 participants engaged in these targeted group discussions:

1. Teenagers and young adults (May 8)
2. Latino community members, conducted in Spanish (May 13)
3. Business community members (May 19)
4. Crestmoor neighborhood residents (May 26)
5. Parents of San Bruno youth (June 2)
6. Sports, recreation, and youth activities leaders (June 10)
7. Longtime San Bruno residents (June 10)

**Town Hall Conversations:** Three Town Hall Conversations were conducted at different locations in the City on different days of the week. Like the Community Conversations, these events were open to the public. SBCF Board members, the Executive Director, City Councilmembers, the City Manager, and the City Attorney attended but did not participate. Each Town Hall began with a welcome from San Bruno Mayor Jim Ruane and a brief overview of the Listening Campaign by a member of the PDC team. The large group was then divided into small group discussions, which were facilitated and recorded by PDC team members. Each small group then identified a community member to report out to the entire room. Overall, approximately 300 people participated in these three Town Hall Conversations, which were held at:

1. Capuchino High School (May 11)
2. Belle Air Elementary School (May 28)
3. San Bruno Senior Center (June 3)

**Surveys:** A survey was developed to enable community members to respond individually to the engagement questions and voice their ideas. At [www.SBCFListens.com](http://www.SBCFListens.com), residents were invited to participate in an online discussion via the MySidewalk platform or to take an online survey (created using SurveyMonkey). Hard copies of surveys were available at various locations in the City, including San Bruno City Hall, the San Bruno Senior Center, the San Bruno Recreation Center, and the San Bruno Public Library. Approximately 450 community members participated in the survey or on the online discussion board.

## **Recruitment and Participation**

In order to recruit community members to participate in one or more of the engagement activities, the Foundation developed and mailed a postcard announcing the Listening Campaign to every address in San Bruno. In addition, a flyer in both English and Spanish, was disseminated widely throughout the City and at each of the engagement activities (see Spanish-language version on the cover of this Report). Further outreach included a formal press release from the Foundation to the media resulting in several articles, a televised news report, and radio coverage of the campaign. Additionally, the Foundation's Executive Director and individual Board members personally invited individuals and various community groups to participate. As a result of these comprehensive efforts

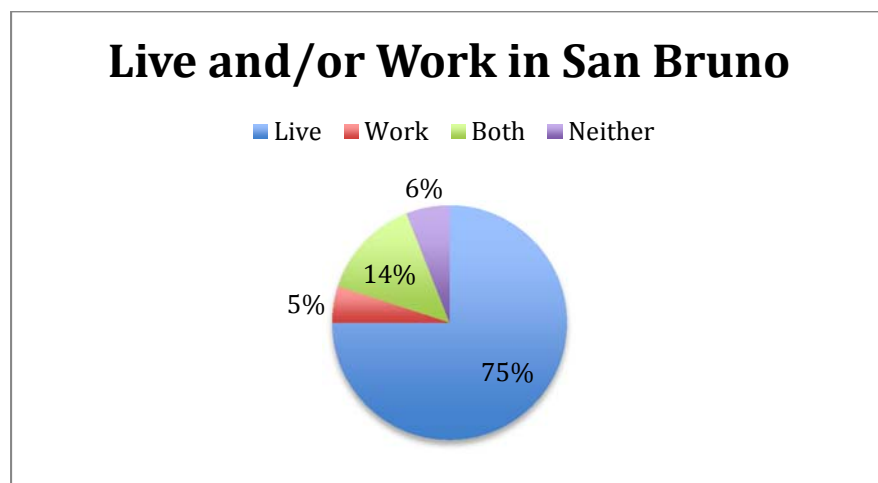
by the Foundation, the engagement of the community in the Listening Campaign was enormously successful.

In total, approximately 1,050 community members participated during the two-month Listening Campaign. In PDC's experience, this high level of participation reflects a well-publicized and thoughtful Listening Campaign. It also speaks positively to the commitment and willingness of community members to participate.

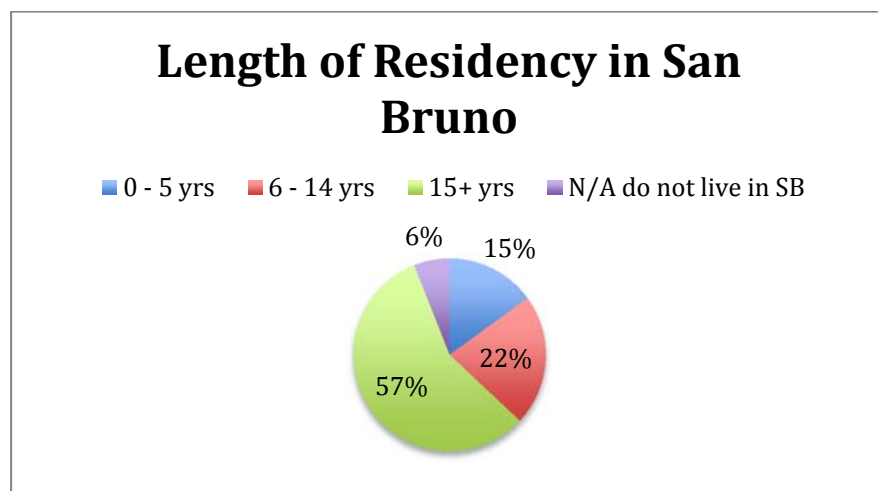
### Participant Demographics

In addition to attracting a large number of participants, the Listening Campaign was successful in engaging a cross-section of community members in terms of length of residency, location of residency, age, gender, and ethnicity. This information was obtained from a demographic sheet that participants were asked to fill out at each of the engagement activities. A breakdown of participant demographics is as follows:

#### Percentage of Participants who Live and/or Work in San Bruno

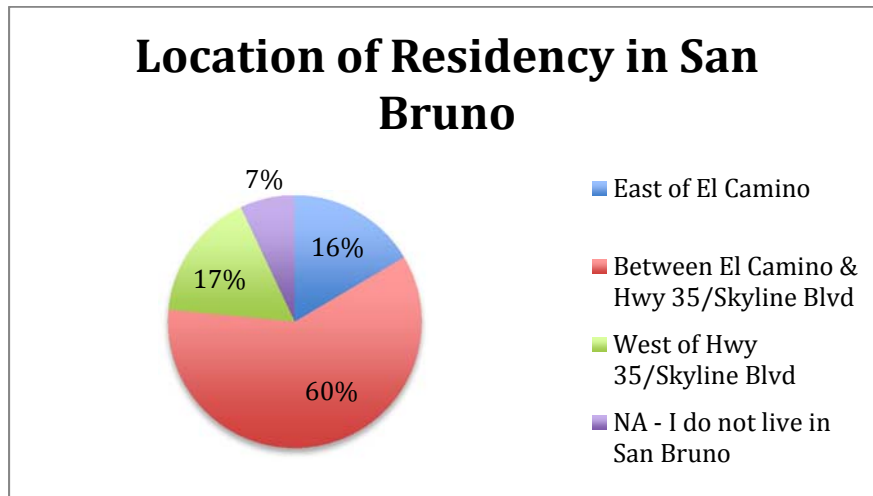


#### Length of Residency in San Bruno by Percentage

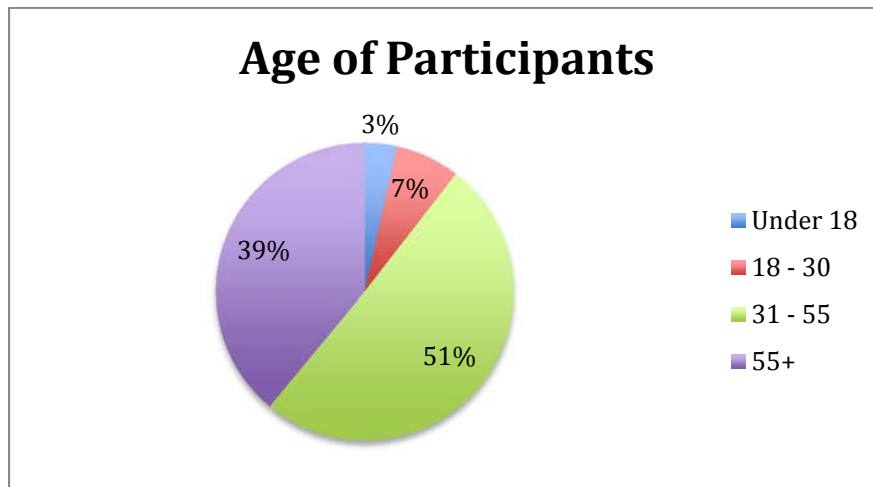




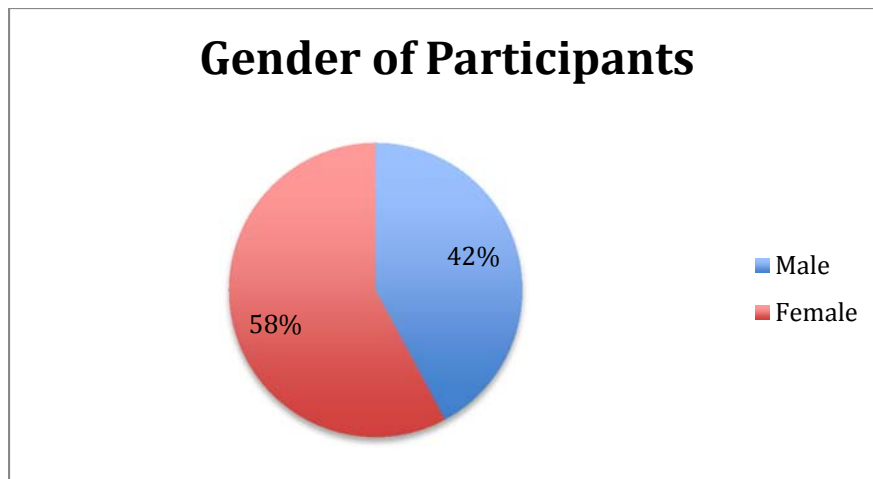
### Location of Residence in San Bruno by Percentage



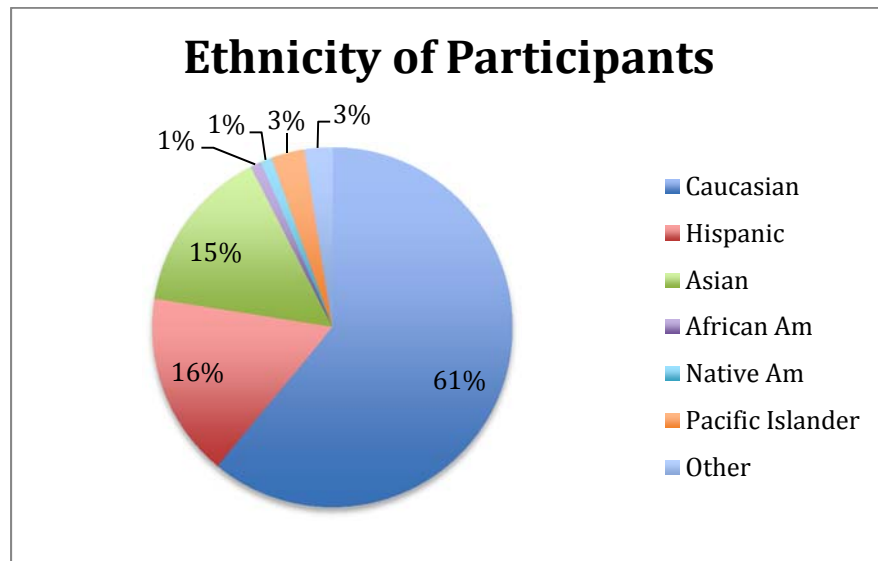
### Age of Participants by Percentage



### Gender of Participants by Percentage



## Ethnicity of Participants by Percentage



## Emerging Themes Consequent to the Listening Campaign

PDC conducted a qualitative analysis of the response data from all of the engagement activities to identify key themes in the responses to the Campaign's set of questions. These themes reflect patterns and trends in the data; they are not attributable to any one engagement activity, group, organization, or individual.

As noted earlier, clear themes emerged from the response data, as participants expressed their views about San Bruno's assets, needs, and their ideas for how the funds should be spent to benefit the whole community. These themes are organized into two large categories: (1) Assets and Resources, and (2) Needs and Suggestions (on how the restitution funds should be spent). Each theme is described below with a brief summary followed by specific bullet points to illustrate the nature of the theme and to provide insight and awareness. Although the analysis is qualitative, the themes are presented here in an order that reflects the general frequency and intensity with which the themes were articulated.

### Assets and Resources

Three key themes emerged in response to the question, *"What are some of the things that you like most about San Bruno?"* Additional community assets were also mentioned and are included below as well.

### Sense of Community

Participants said that they like San Bruno because it is a strong, close-knit community, populated with friendly people who watch out for each other. This strong sense of community is bolstered by the diversity of the residents and family-friendly activities and events.

- Small, close knit community.
- People know each other, help each other and watch out for each other.
- Diverse community – ethnically, socio-economically, and professionally.
- Friendly and down to earth people.
- Middle class, working class pride – humble, not pretentious.

- People stay here and are involved in the community.
- Family and kids activities – a great place to raise a family.

### **Location, Access, and Transportation**

Participants identified San Bruno’s location as a major asset. Specifically, the City is uniquely positioned to offer convenient access and transportation to San Francisco, San Francisco International Airport (SFO), beaches, Silicon Valley and the Peninsula, and other Bay Area attractions and destinations.

- Strategically located on the Peninsula, near San Francisco, SFO, and Silicon Valley.
- Good public transportation with BART and Caltrain.
- Easy access to three main freeways (I-280, I-380, and Highway 101).

### **Open Spaces and Parks**

Participants clearly said they enjoy the natural beauty and open spaces that San Bruno offers, with San Bruno City Park, the San Andreas segment of the Crystal Springs Regional Trail, and the Sweeney Ridge area of the Golden Gate National Recreation Area emerging as major assets.

- People really use and like San Bruno City Park – it is the hub of the community.
- Opportunities for outdoor recreation.
- Walking and biking trails, particularly the San Andreas trail and in the Sweeney Ridge area west of Skyline Boulevard.

### **Other Community Assets**

While participants identified the assets described above most often, the following community assets were also mentioned:

- Local schools and teachers.
- Skyline College.
- San Bruno Senior Center.
- The Shops at Tanforan.
- Youth sports programs.
- Safe and responsive community – good fire and police services.
- Community events (*e.g.*, Operation Clean Sweep, Posy Parade, Easter Egg Hunt).
- The weather/climate.
- The relative affordability of housing.
- San Bruno Municipal Cable.
- San Bruno Public Library.
- Local churches.
- Local restaurants.

### **Needs and Suggestions for Spending the Restitution Funds**

Several key themes emerged in response to the questions, “*What do you think would make San Bruno even better? What needs do you see in San Bruno? Why they are important?*” and “*What kinds of projects or services do you think would address those needs?*” These themes are described below, followed by additional needs and suggestions that were also mentioned. It should be noted that these themes reflect what community members expressed during the campaign and do not take into account whether the City and other stakeholders have already begun efforts to address them.

### Upgrade and Expand the Library

The San Bruno Public Library is considered a valuable resource that needs to be updated and expanded to meet the evolving needs of the community. The suggested upgrades focused on increasing the size of the library as well as specific features and programming.

- Upgrade and add new technology.
- Add activities and study spaces for younger children.
- Add activities and study spaces for teenagers.
- Add activities and study spaces for adults.
- Add multipurpose meeting spaces.
- Include a technology-training center.
- Make the library accessible and inclusive for the whole community.
- Add extended hours, drop off and pick up areas.

### Upgrade and Expand the Recreation Center, Gym, and Pool

Participants viewed San Bruno's Veterans Memorial Recreation Center, which includes a gym, and the City's public pool – located near each other in San Bruno City Park – as valuable centers for recreation and health in San Bruno. Similar to the library, participants would like to see these assets upgraded, with expanded hours and uses for all ages.

- Build a new Recreation Center to include a gym, meeting room space, other recreation spaces, and underground parking to accommodate increased size of facility, keeping the facility in the footprint of the existing complex to maintain integrity of the feeling of the park setting.
- Upgrade the existing pool and make modifications so that it is usable year round (*e.g.*, new pool cover, retractable roof, heated year round).
- Build a new indoor pool that is available for use year round.
- Add swimming classes and programming for all ages.
- Expand and upgrade the gym, adding new equipment.
- Make both the park and the pool accessible and inclusive with upgraded parking, curbs, ramps, and playground equipment that are ADA compliant.
- Have state-of-the-art sports facilities that can host tournaments and draw money to the City and local businesses.
- Lengthen the hours the recreation facilities are open to the public.
- Keep the feel and warmth of City Park and the Recreation Center.
- Consider charging fees for using the Recreation Center to generate revenue.

### Upgrade and Expand Sports Fields and Programs

Participants expressed pride in San Bruno's youth sports programs, which are highly regarded and well attended. Participants expressed a desire to increase support for these programs, expand them, upgrade existing playing fields, and build new fields.

- Add and expand sports programs and activities for youth.
- Redo and maintain sports fields, add lights for night games, and ensure that they are safe and not contributing to injuries.
- New restroom facilities at San Bruno City Park and other playing fields.
- Improve fields at specific school sites for community use.
- Youth and sports groups are willing to volunteer to help maintain the fields.

- Build more sports fields, especially for soccer. Specific suggestion is to purchase parcel 170 (former Crestmoor High School site) and build a state-of-the-art soccer complex with new turf, lights, restrooms, and concession stands. An online petition has generated support for this proposal ([www.change.org/p/field-of-dreams](http://www.change.org/p/field-of-dreams)).
- Make sure fields are multi-use for various sports, similar to Burlingame High School.
- Add infrastructure to fields such as concession stands, lights for night play, restrooms, and covered places for kids and families.
- Host youth sports tournaments to draw visitors to San Bruno, generate income for the City, and increase reputation of the City for youth sports.

### **Upgrade and Expand Parks and Open Spaces**

Participants identified the recreation and health benefits that come from San Bruno's parks, open spaces, and trails as important community assets. San Bruno City Park, in particular, is considered an epicenter of the community. Participants expressed a desire to upgrade, expand, and support these assets.

- Upgrade and expand existing facilities, such as playground equipment and restrooms.
- Create more hiking and biking trails, particularly in the Sweeney Ridge area; upgrade existing bike paths.
- Add outdoor exercise stations and a track for jogging and walking.
- Make sure the parks have sufficient lighting for safety and for use after dark.
- Make parks and playground areas in the City accessible to all by installing ADA-compliant playground equipment, curbs, parking, sidewalks, and restrooms.
- Build a new dog park.

### **Community Meeting Spaces – Use Existing Public Facilities**

Many participants expressed the need for more community meeting spaces and programs, suggesting that they be connected to an upgraded Library, City Hall, and/or Recreation Center. Together, these centers would offer space and programming for both adults and youth, with upgraded technology that would keep the community at the forefront of growth and skills training. These centers could also help create a vibrant, engaged community for generations to come, while offering youth and young adults important support, activities, and training.

- Community activity and meeting rooms are needed. New generations of people and workers need better facilities.
- The current facilities limit the programs and events in San Bruno.
- Build new City Council chambers in the civic center complex.
- Add programs and workshops for both youth and adults.
- Add more youth and family activities.
- Add job and technology training and workshops.
- Having more meeting spaces can generate revenue for the community with rental fees for private events, but it is important to keep these facilities affordable with tiered pricing so the spaces are available to all segments of the community.

### **New Multi-Purpose Community Center**

Among the many participants who expressed the need for more community meeting spaces, some suggested a new, stand-alone community center.

- Some of the participants who suggested a new Community Center described it as a multi-purpose facility with a variety of different programming options (*e.g.*, youth, adult), available

for a variety of community events and meetings, including local government (*e.g.*, as a site for City Council meetings).

- Others suggested a new community center devoted exclusively to culture and the performing arts.
- In both cases, the new Center could serve a revenue generating function through rental fees for private parties and events.

### **Downtown Revitalization, Beautification, and Maintenance**

Participants expressed the desire for the main downtown area, primarily along San Mateo Avenue and El Camino Real, to be revitalized and developed to become a more vibrant city center that attracts local residents and out-of-town visitors.

- Upgrade San Mateo Avenue, as well as San Bruno Avenue and the main El Camino Real strip.
- Create gathering places (*e.g.*, benches, a plaza) and walking paths in the downtown area.
- Look at what neighboring cities like Redwood City, Millbrae, Burlingame, and San Carlos have done; use them as models and examples of best practices.
- Repair and upgrade the American Legion Hall building.
- Start a city matching fund program to encourage upgrades to store fronts.
- Have a city-sponsored competition/award for upgraded storefronts.
- Manage and improve blighted buildings in the downtown area.
- Plant trees, landscape downtown area with planters and flowers.
- Install trash cans and clean up trash.
- Add a parking structure.
- Do regular street sweeping.
- Support small, local businesses; fill empty storefronts.
- Have regularly scheduled events (weekly, monthly, seasonal) that attract people downtown.
- Encourage outdoor restaurant seating.

### **Infrastructure Upgrade – For Safety, Growth, and Technology**

Participants identified the aging infrastructure of the City as a major need for improvements, suggesting that significant upgrades are needed to ensure safety, to accommodate future growth, and to take advantage of new technologies.

- Upgrade roads, sidewalks, and transportation infrastructure.
- Upgrade storm drains, pipes, lighting, water, sewer, and power lines, including locating power lines underground.
- Pave roads and repair sidewalks, fix potholes and cracks, add speed signs, speed bumps, and new crosswalks (various streets and intersections were mentioned).
- Upgrade San Bruno Municipal Cable, including bringing gigabit Internet service to all San Bruno homes and businesses through installation of a fiber network.
- Install free citywide Wi-Fi system as a benefit for residents and as an incentive to attract businesses.
- Ensure safety by upgrading equipment and offering programs, such as CERT & CPR training, to residents.
- Replace and retrofit the City's two Fire Department facilities.
- Increase accessibility with ADA compliant curbs, parking, and sidewalks throughout the City.

- Create transportation/shuttle bus system with routes to major spots around town for connectivity (including BART, Caltrain, Bayhill area, downtown, Skyline College, entrances to main hiking trails, and various residential neighborhoods).
- Improve bike paths to decrease reliance on automobiles to get around town.
- Invest in alternative energy development like solar and wind.
- Add wells and water catchment and storage.
- Ensure the City of San Bruno pays for the needed infrastructure upgrades so that it does not come out of the restitution funds.

### **Support and Invest in Schools**

Support for the schools was voiced by many participants who said that the schools need resources to improve current facilities, upgrade and acquire new technologies, and provide sufficient staff resources to keep current teachers while attracting new ones.

- Ensure teachers are adequately paid; contribute money for teacher salaries.
- Upgrade technology (new computers, laptops, high speed Internet, etc.).
- Support existing arts and music programs; create new arts programs.
- Make sure there are physical education activities and programs, with appropriate equipment and fields.
- Improve school playground structures and fields.
- Create block grants, endowments, and scholarships for schools.
- Set up investments and income generators for ongoing support of schools.
- Foster and support extra-curricular activities.
- Add school bus services.
- Support the San Bruno Education Foundation (SBEF) in two ways: (1) Seed an endowment for the SBEF, and (2) develop a “matching program” for the donations SBCF receives for its Fall Pledge Drive.
- A significant number of participants voiced concerns about the Foundation giving money to the schools for salaries

### **Citywide Beautification**

San Bruno residents spoke about cleaning up and beautifying all areas of San Bruno, not just the downtown corridor.

- Repurpose old and run-down buildings.
- Make entrances to San Bruno more inviting.
- Add landscaping and trees.
- Add trash and recycling cans throughout the City.
- Build public bathrooms in designated areas.
- Start a citywide tree-planting program; plant native plants.

### **Youth Programs and Facilities**

Participants expressed strong support for youth and young adults, highlighting the need for activities, programs, and facilities that will contribute to their development.

- Build a Youth/Teen Recreation Center with after-school programs and activities (could be connected to City Park, the Recreation Center, and/or the Library).
- Offer mentoring and tutoring programs.
- Develop and fund a nonprofit learning center.

- Develop youth-oriented classes, programs, and workshops, such as language courses and technology training (can be run by the schools or community organizations).
- Provide financial assistance to supplement the lack of extra-curricular activities offered at schools.
- Add an arcade or game center for youth and teens.
- Encourage businesses that provide activities or attractions for teens (*e.g.*, trampoline facility, cafes and beverage shops like Tpumps) to open in San Bruno to provide teens with more local “hangout” spots.
- Create a Crestmoor neighborhood memorial scholarship program to assist high school graduates in pursuing post-secondary education.
- Keep youth engaged and safe.

### **Economic Development Plan for Downtown - Recruit and Attract Businesses**

In step with beautification and revitalization of the downtown areas of San Bruno, people expressed the desire for a plan to attract businesses downtown while increasing revenue for the City.

- Attract more desirable small and large businesses, including more upscale hotels and restaurants.
- Keep money in the community; use “local currency” to encourage people to spend dollars locally.
- Provide economic incentives to open new businesses (*e.g.*, tax incentives, lower permit fees, cost offsets.).
- Attract tourist dollars from those using the airport (SFO).
- Keep rent controlled so big businesses do not take over.
- Revise policies against live music and food trucks.
- Create a hub or town center (*i.e.*, a visible and known central gathering place).

### **Community Events and Public Awareness**

Participants value San Bruno’s strong sense of community and would like to see more events that enhance awareness and participation by creating places for people to gather and create community together.

- Bring people together with community events.
- Create a larger, more engaged sense of community.
- Increase fun activities for youth and families.
- Have a system to let people know what activities and services are available, including installation of a digital community announcements board and creation of a community events email list-serve.
- Have monthly events that draw local residents, support local businesses, and create community.
- Start a Neighborhood Block Party Program.
- Have monthly and seasonal events that draw people into the area.

### **Social Services and Affordable Housing**

Participants suggested the need for additional and more accessible social services and affordable housing opportunities to support disadvantaged groups and individuals in the community.

- Help low-income families with financial assistance.
- Increase services for the homeless and veterans.



- Offer youth and family services (health, mental health, etc.) at schools.
- Create a scholarship to support low-income youth in education.
- Offer job training and technology training for the unemployed.
- Support and create affordable housing opportunities; offer financial assistance to help lower income families and the elderly purchase homes and pay rent to live in San Bruno.

### **Integrate Community Resources**

Many participants encouraged collaboration across community resources and services, including the development of volunteer programs, as a way to leverage resources and restitution funds while incentivizing community members to help improve the City.

- Encourage cross coordination among current centers and programs to share resources.
- Leverage the expertise and time of retired, military, college, and high school students.
- Partner with San Bruno Education Foundation to help identify and fund school needs.
- Coordinate social services to youth and families with school services and offerings.
- Share community resources and spaces (*e.g.*, Capuchino High School's theater as a fine arts center, schools share fields with sports programs, library adds a technology center).
- To encourage volunteerism, create a volunteer recognition program, including monetary awards for stellar San Bruno volunteers.
- Start a citywide tree-planting program.
- Support existing community groups and their community service projects.
- Start a volunteer program with youth and sports groups to help maintain the fields.

### **Develop Public – Private Partnerships**

Participants suggested that the Foundation and the City partner with businesses and other private entities to leverage funds for various facilities and programs that will benefit the community.

- Partner with technology companies (*e.g.*, Google/YouTube) to fund technology upgrades (*e.g.*, free high-speed Internet) and other community resources (*e.g.*, library, schools, facilities, programs).
- Partner with technology companies to build a Technology Center.
- Offer youth scholarships and grants (leadership programs, etc.) with donations and matching funds from private businesses.
- Partner with private businesses to upgrade parks, the Recreation Center, and other public facilities.
- Partner with the school districts.

### **Leverage and Invest the Funds for Future Growth**

Participants encouraged the Foundation to leverage and invest the restitution funds for long-term financial growth (in addition to spending some of the money on immediate programs, services, and facilities, as described in this Report). Specific suggestions include the following:

- Create an endowment fund; invest all or part of the funds to generate income indefinitely for future projects and needs.
- Balance the need for funding projects now and investing funds for the future. Spread the money around as much as possible.
- Partner with the City and big businesses to increase the reach of the funds with partnerships and matching programs.
- Pursue grants; hire grant writers to increase funding for the community.

- Consider criteria of community safety, aesthetics, and the broadest community benefit to help the most people for the longest amount of time.
- Consider investing in facilities that can generate and draw income for the facilities and the community, such as the pool and Recreation Center, meeting rooms, and fields for tournaments.
- Look at studies and projects from other cities to inform decisions for San Bruno; partner with others during development; “do not reinvent the wheel.”
- Make sure there is transparency and accountability to ensure the credibility and long-term viability of the Foundation.

### **Other Community Needs and Suggestions**

As to be expected with the large number of people who participated in the Listening Campaign, a number of other community needs and suggestions for spending the money were offered that did not fit the themes described above. These additional items are:

- Develop community gardens; coordinate programming with the schools.
- Install LED lighting and solar panels throughout the City.
- Fund more police to patrol neighborhoods and schools.
- Build a YMCA in San Bruno.
- Create Mandarin and Spanish language immersion programs.
- Commemorate the fire/explosion through the creation of a scholarship program, a park in the Crestmoor neighborhood, or other memorial.
- Provide grants to nonprofits that sell fireworks to wean them off their reliance on fireworks revenue, with the goal of eventually ending fireworks sales in San Bruno.
- Build a museum to document the history of San Bruno.
- Develop and/or support a wellness center.

### **Conclusion**

The more than 1,000 people who participated in this Listening Campaign have communicated a strong sense of commitment and pride in San Bruno and care deeply about their community. These sentiments are also obvious in the work and efforts of the Foundation and the City Council.

Throughout the two-month Listening Campaign, community members were clearly motivated to participate and provided thoughtful ideas and suggestions. While there will surely be tough decisions and tradeoffs to be made in how to best use the \$70 million, the community has already benefited by coming together for this engagement process and will no doubt continue to benefit from the efforts of the San Bruno Community Foundation. Indeed, numerous participants envision the Foundation becoming a leader in the community for convening further discussions, in concert with the City Council, to ensure that San Bruno is a vibrant community for years to come.