

**COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT**

DATE: August 20, 2020

TO: Zoning Hearing Officer

FROM: Planning Staff

SUBJECT: Consideration of a Use Permit Renewal and Amendment, pursuant to Section 6500 of the San Mateo County Zoning Regulations, to allow the continued operation of seasonal retail fruit and vegetable stands and seasonal sales of pumpkins. The amendment seeks to allow the sales of orchids, seasonal farm-related entertainment activities and seasonal sales of Christmas trees located at 2720 Alpine Road in the unincorporated Portola Valley area of San Mateo County.

County File Number: PLN 2000-00760 (Webb Ranch)

PROPOSAL

The applicant proposes to continue the operation of seasonal retail fruit and vegetable stands, including u-pick berry fields, and seasonal sales of pumpkins at 2720 Alpine Road (Webb Ranch) in the unincorporated area of Portola Valley. The applicant also proposes a Use Permit Amendment to allow for the sale of orchids by Brookside Farms Orchids, seasonal farm-related entertainment activities and the seasonal sales of Christmas trees.

Table 1: Schedule of Activities

Elements/Structures of the Facility	Time Period
Produce stand (west side of Highway 280)	Seasonal with pumpkin and tree sales
U-pick Berries (east side of Highway 280)	Seasonal berry season (June – July)
Greenhouses	Year round
Sales kiosk (pumpkins and trees)	October 1 – October 31 10:00 a.m. to 6:00 p.m. November 27 – December 24 10:00 a.m. – 6:00 p.m.
Requested Amendments	
Orchid sales Brookside Farms Orchids sales, (36k sub-leased area behind greenhouses)	Mon. – Fri. 7:30 a.m. – 3:30 p.m. Sat., 10:00 a.m. – 5:00 p.m. Year-round

Elements/Structures of the Facility	Time Period
Food truck area	October 1 – October 31 10:00 a.m. to 6:00 p.m.
Petting and reptile zoo	October 1 – October 31 10:00 a.m. to 6:00 p.m.
Corn maze	October 1 – October 31 10:00 a.m. to 6:00 p.m.
Hayride loading/unloading	October 1 – October 31 10:00 a.m. to 6:00 p.m.
Train ride/shed	October 1 – October 31 10:00 a.m. to 6:00 p.m.
Trees for sale lot (lower field)	November 27 – December 24 10:00 a.m. – 6:00 p.m.
Extra tree storage area (located in upper field)	November 27 – December 24
Seasonal pumpkin, Christmas tree set-up and removal	Two weeks before and two weeks after season.

RECOMMENDATION

That the Zoning Hearing Officer approve the Use Permit Renewal and Amendment, PLN 2000-00760, by adopting the findings and conditions of approval in Attachment A of this report.

BACKGROUND

Report Prepared By: Summer Burlison, Project Planner, E-mail: sburlison@smcgov.org

Applicant: Tom Hubbard/Webb Ranch

Owner: Stanford University

Location: 2720 Alpine Road, unincorporated Portola Valley

APN: 074-480-370 (east side of Highway 280), 074-480-130 (west side of Highway 280)

Size: Approximately 300 acres

Existing Zoning: Residential Estates District (R-E/S-11)

General Plan Designation: Institutional/General Open Space/Future Study

Sphere-of-Influence: Portola Valley

Existing Land Use: Farming, seasonal retail fruit and vegetable stands, u-pick berry fields, seasonal sales of pumpkins

Water Supply: There is an existing well on the site, and municipal water is supplied by both Cal Water Service and the Stanford water system.

Sewage Disposal: West Bay Sanitary District

Flood Zone: FEMA Flood Insurance Rate Map designation indicates the parcel as Zone X, Area of Minimal Flooding, Community Panel No. 06081 C0314E dated October 16, 2012.

Environmental Evaluation: Categorically Exempt under the Provisions of Class 1, Section 15301 and Section 15304 of the California Environmental Quality Act Guidelines related to continuing facilities and minor temporary use of a land having negligible permanent impacts on the environment.

Setting: The 300-acre farm and ranch is owned by Stanford University and leased by the Webb family. The primary seasonal fruit and vegetable stand is located on the north side of Alpine Road, is set back approximately 200 feet up a slight grade from the roadway, is approximately 1,000 sq. ft. and has a dedicated 14,000 sq. ft. parking area that can accommodate approximately 50 vehicles, there is also an upper level 86,000 sq. ft. parking area that can accommodate 450 vehicles. A grove of oak trees stands directly behind the fruit and vegetable stand, which reduces the visual impact of the stand on the surrounding landscape. In the knoll above the fruit and vegetable stand, there are several acres of land used for growing strawberries, corn and pumpkins.

Seasonal sales of pumpkins begin in October with Christmas tree sales beginning in late November and lasting throughout the month of December. Brookside Orchids sub-leases a 36,000 sq. ft. area of the property for sales of orchids. The proposed seasonal activities take place along the westernmost and rear portions of the parcel and are visible from Alpine Road. Additionally, Webb Ranch operates seasonal U-pick berry fields on the east side of Highway 280 with a separate parking lot, sales stand, and restrooms.

Chronology:

<u>Date</u>	<u>Action</u>
1922	- Webb Ranch is established.
1962	- The fruit and vegetable stand is opened.

- 1981 - The fruit and vegetable stand was enclosed. County Planning required the applicant (Webb) to apply for a use permit.
- July 1982 - Use Permit 82-18 for the fruit and vegetable stand was approved by the Zoning Hearing Officer for a three-year period.
- July 1983 - Administrative Review of Use Permit approved.
- May 1986 - Use Permit Renewal approved for a five-year period.
- July 1991 - Use Permit Renewal approved for a five-year period.
- July 1996 - Use Permit Renewal approved for a five-year period.
- October 2009 - Use Permit Renewal and Amendment application submitted. The amendment requested the installation of an on-site kitchen for baked goods, as well as a free-standing canopy to provide protection of the Christmas trees during inclement weather. The application was deemed incomplete.
- 2013 - Applicant submitted the missing materials for the (October 2009) Use Permit Renewal and Amendment to add an on-site farmers market, on-site kitchen and free-standing canopy. Application failed by County Fire. The applicant is unable to garner an approval from County Fire for the farmer's market; therefore, the kitchen installation and free-standing canopy were withdrawn from the permit application.
- 2017 - County Planning Department and County Manager's Office was contacted by a member of the public regarding safety concerns along Alpine Road generated from the activities conducted at Webb Ranch. Staff reviewed photos and film depicting pedestrians crossing Alpine Road to and from Webb Ranch.
- October 2018 - Staff made multiple visits during the weekends to observe vehicular and pedestrian movement along Alpine Road.
- October 2019 - Staff made multiple visits during the weekends to observe vehicular and pedestrian movement along Alpine Road.
- December 2019 - Staff made multiple visits to observe vehicular and pedestrian movement along Alpine Road.

January 2020 - Applicant submitted updated plans and materials for the Use Permit Renewal and Amendment for the addition of farm-related, Christmas trees and orchid sales.

August 20, 2020 - Zoning Hearing Officer public meeting.

DISCUSSION

A. KEY ISSUES

1. Traffic Mitigation

For the past few years, Webb Ranch has mitigated traffic issues by employing the California Highway Patrol to assist in controlling pedestrian and vehicular movement between Alpine Road and Webb Ranch. The use permit will be conditioned to require that a traffic plan be developed and implemented on a yearly basis to adequately address the traffic issues between Alpine Road and Webb Ranch to the satisfaction of the San Mateo County Department of Public Works, California Highway Patrol and the San Mateo County Planning Department.

2. Compliance with General Plan

The General Plan Land Use Designation for the subject property is Institutional/Open Space. The proposed continued operation of seasonal retail produce stands, seasonal pumpkin sales and the addition of orchid sales, seasonal farm-related entertainment activities, and Christmas tree sales is compatible with the Institutional/Open Space Land Use designation, as the open space designation is supportive of resource management and production uses, including agriculture.

Policy 9.28 (*Encourage Existing and Potential Agricultural Activities*) and Policy 9.30 (*Development Standards to Minimize Land Use Conflicts with Agriculture*) of the General Plan seek to encourage the continuance of existing agricultural and agriculturally-related activities; consider agricultural land use for parcels which support existing agricultural activities, including parcels designated General Open Space; and seek to locate non-agricultural activities in areas of the parcel which cause the least disturbance to feasible agricultural activities.

The operation will support continued long-standing agricultural use of the property and is a compatible use to the relatively rural surrounding area. The ongoing and proposed activities serve to supplement and support agricultural use of the land and will not interfere with existing or potential agricultural operations on the property.

3. Compliance with Zoning Regulations

The subject parcel is in the R-E/S-11 (Residential Estates) Zoning District. The seasonal produce stands have been in operation since 1962, and a use permit for this use was first approved in 1982. The proposed use permit renewal and amendment will allow the continued operation of the seasonal produce stand and seasonal pumpkin sales with the addition of farm-related entertainment activities during the pumpkin season, the sales of orchids and the seasonal sales of Christmas trees. The proposed continued operation and amendment to include the additional activities are subject to a Use Permit Renewal and Amendment, pursuant to Section 6500 of the Zoning Regulations, which is being sought under this application.

4. Use Permit Findings

The below finding must be made in order for the use permit renewal and amendment to be approved for the continued operation of the seasonal retail fruit and vegetable stands and the seasonal sales of pumpkins, and to allow orchid sales, seasonal farm-related entertainment activities and seasonal Christmas tree sales.

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

The continued operation of the seasonal fruit and vegetable stands and seasonal sales of pumpkins along with farm-related entertainment activities, seasonal sales of Christmas trees and sales of orchids, will not be detrimental to the public welfare or injurious to property or improvements in the immediate or surrounding area provided the operation adheres to the following recommended conditions:

- a. The seasonal hours of operation for the produce stands shall be as follows: 10:00 a.m. to 6:00 p.m. Monday through Sunday in conjunction with berry, pumpkin and tree sale seasons.
- b. The hours of operation for the seasonal sales of pumpkins, farm-related entertainment activities and sales of Christmas trees (October – December) shall be as follows: 10:00 a.m. to 6:00 p.m. Monday through Sunday.
- c. The hours of operation for the sale of orchids shall be as follows: 7:30 a.m. to 3:30 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays.

- d. During the pumpkin and Christmas tree selling seasons, the applicant is required to temporarily install up to two (2) directional signs, maximum 2 feet by 3 feet each, visible from Alpine Road to require right turns only when exiting the farm. The signs must be on-site and not in the public right-of-way. Signs shall be installed no more than two (2) weeks prior to the start of sales and shall be removed within five (5) days of the last sales day. One additional sign is permitted during the month of December to advertise the sale of Christmas trees. This sign may be double-sided and shall not exceed 20 sq. ft. in area and may utilize seasonal colors such as red and green. Authorized signage shall be approved by the County Department of Public Works to ensure that their placement does not impede traffic safety.

- e. Prior to the pumpkin and Christmas tree selling seasons, it shall be the responsibility of the applicant to prepare and implement a safe pedestrian and vehicular traffic management plan for visitors entering and exiting the farm in conjunction with, and to the satisfaction of, the local Highway Patrol Commander. The cost of developing and implementing the plan shall be borne solely by the applicant. This includes entering into a contract with the California Highway Patrol to provide safety officers at the farm. The dates and times, availability and attendance of safety officers shall be subject to the discretion of the California Highway Patrol Commander.

As part of this plan, pedestrians will be strictly prohibited from crossing Alpine Road into and out of the farm. During the months of October through December, the applicant shall include as part of the traffic management plan, the provision of an entrance monitor to direct vehicles to on-site parking areas and monitor vehicular and pedestrian movements within the site and along Alpine Road.

The applicant shall submit a copy of the traffic management plan (with confirmation of approval by the California Highway Patrol) to the County Planning Department and to the Department of Public Works for review and approval.

- f. The graveled surface of the parking lot areas and driveway shall be maintained in good condition such that no mud, dust or dirt are tracked off the property.

- g. There shall be no flashing lights on the property.

B. ENVIRONMENTAL REVIEW

The project is Categorically Exempt under the Provisions of Class 1, Section 15301 and Section 15304 of the California Environmental Quality Act Guidelines related to continuing facilities and minor temporary use of a land having negligible permanent impacts on the environment.

C. REVIEWING AGENCIES

	Approve	Conditions	No Comment
Building Inspection Section	X	None	
Department of Public Works	X	Yes	
San Mateo County Fire	X	None	
Environmental Health Services	X	None	

ATTACHMENTS

- A. Recommended Findings and Conditions of Approval
- B. Location Map
- C. U-pick Berry Fields
- D. Site Plan (Pumpkin season)
- E. Site Plan (Christmas season)
- F. Site Plan (Brookside Orchids)
- G. Pumpkin Patch Traffic Control
- H. Street Views of Entry/Exit
- I. Previous DPW and CHP permits

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County of San Mateo
Planning and Building Department

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2000-00760

Hearing Date: August 20, 2020

Prepared By: Summer Burlison, Project Planner
Officer

For Adoption By: Zoning Hearing

RECOMMENDED FINDINGS

For the Environmental Review, Find:

1. That the project is categorically exempt under the provisions of Class 1, Section 15301 and Section 15304 of the California Environmental Quality Act Guidelines related to continuing facilities and minor temporary use of a land having negligible permanent impacts on the environment.

For the Use Permit, Find:

2. That the granting of a Use Permit Renewal and Amendment to allow the continued operation of the seasonal retail fruit and vegetable stands, including the u-pick berry fields, and seasonal pumpkin sales with the addition of orchid sales, seasonal farm-related entertainment activities and seasonal Christmas tree sales, will not, under the circumstances of this particular case, result in significant adverse impact to coastal resources or be detrimental to the public welfare or injurious to property or improvements in the immediate or surrounding area subject to the conditions of approval provided below that seek to minimize vehicular and pedestrian traffic safety concerns. Additionally, the operation is a compatible use to the relatively rural surrounding area and serves to supplement and support agricultural use of the land.

RECOMMENDED CONDITIONS OF APPROVAL

Current Planning Section

1. This approval applies only to the proposal, documents and plans described in this report and submitted for approval by the Zoning Hearing Officer on August 20, 2020. Minor revisions or modifications to the project may be approved by the

Community Development Director if they are consistent with the intent of and in substantial conformance with this approval.

2. The Use Permit Renewal and Amendment for activities and uses identified within the staff report shall be valid for a period of seven (7) years and will expire on August 20, 2027, with three administrative reviews from the date of approval. If the applicant wishes to renew this permit, they shall submit an application for permit renewal six (6) months prior to expiration for consideration at a public hearing. Modifications to the operation or conditions of approval will require submittal of an application for amendment, payment of applicable fees and consideration at a public hearing prior to implementing any changes or modifications.
3. Administrative reviews shall occur in October 2021, 2023, and 2025 for review of compliance with applicable conditions of approval. Each administrative review shall require the payment of applicable administrative review fees.
4. The hours of operation for the seasonal produce stands shall be as follows: 10:00 a.m. to 6:00 p.m. Monday through Sunday.
5. The hours of operation for the seasonal sales of pumpkins (along with farm-related entertainment activities) and Christmas trees (October – December) shall be as follows: 10:00 a.m. to 6:00 p.m. Monday through Sunday.
6. The hours of operation for the sales of orchids (year-round) shall be as follows: Monday through Friday, 7:30 a.m. to 3:30 pm, and Saturday 10:00 a.m. to 5:00 p.m.
7. During the pumpkin and Christmas tree selling seasons, the applicant is required to temporarily install up to two (2) directional signs, maximum 2 feet by 3 feet each, visible from Alpine Road to require right turns only when exiting the farm. The signs must be on-site and not in the public right-of-way. Signs shall be installed no more than two (2) weeks prior to the start of sales and shall be removed within five (5) days of the last sales day. One additional sign is permitted during the month of December to advertise the sale of Christmas trees. This sign may be double-sided and shall not exceed 20 sq. ft. in area and may utilize seasonal colors such a red and green. Authorized signage shall be approved by the County Department of Public Works to ensure that their placement does not impede traffic safety.
8. Prior to the pumpkin and Christmas tree selling seasons, it shall be the responsibility of the applicant to prepare and implement a safe pedestrian and vehicular traffic management plan for visitors entering and exiting the farm in conjunction with, and to the satisfaction of, the local Highway Patrol Commander. The cost of developing and implementing the plan shall be borne solely by the applicant. This includes entering into a contract with the California Highway Patrol

to provide safety officers to the farm. The dates and times, availability and attendance of safety officers shall be subject to the discretion of the California Highway Patrol Commander. As part of this plan, pedestrians will be strictly prohibited from crossing Alpine Road into and out of the farm.

9. During the months of October through December, the applicant shall include as part of the traffic management plan, the provision of entrance monitors to direct vehicles to on-site parking areas and monitor vehicular and pedestrian movements within the site and along Alpine Road. The applicant shall submit a copy of the traffic management plan (with confirmation of approval by the California Highway Patrol) to the County Planning Department and to the Department of Public Works for review and approval.
10. The graveled surface of the parking lot areas and driveway shall be maintained in good condition such that no mud, dust or dirt are tracked off the property.
11. There shall be no flashing lights on the property.
12. The approved activities shall maintain conformance with all codes and regulations of the Building Inspection Section, San Mateo County Fire Department, and Environmental Health Services.

Department of Public Works

13. Applicant shall submit a traffic control plan to the Planning Department and the Department of Public Works for review and approval. Should the findings determine that there are impacts to transportation or parking elements the applicant must mitigate for these impacts.

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COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT B



0.57 0 0.28 0.57 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

1: 18,056 

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT C

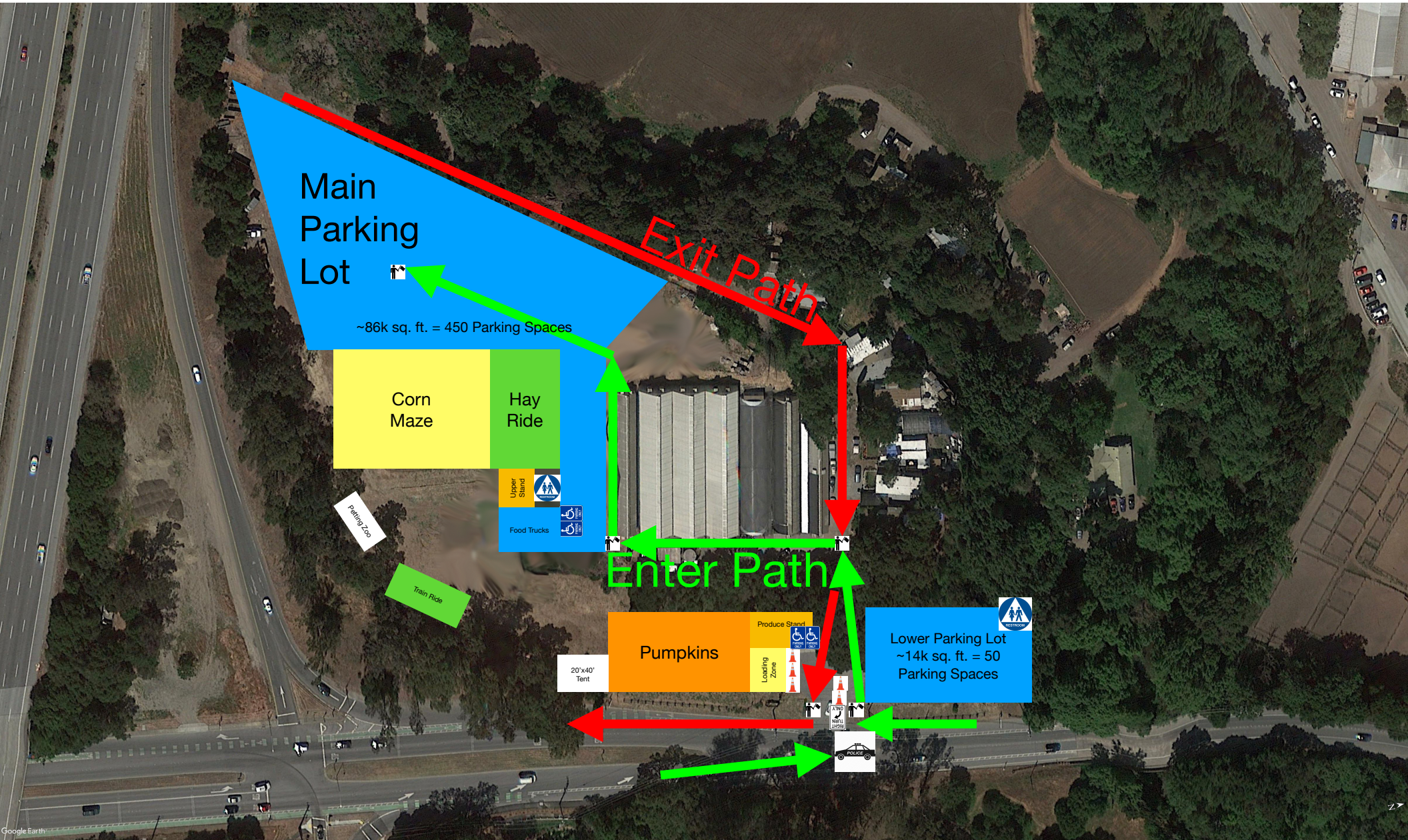
Webb Ranch U-Pick





COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT D





COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT E

Santa's Village at Webb Ranch

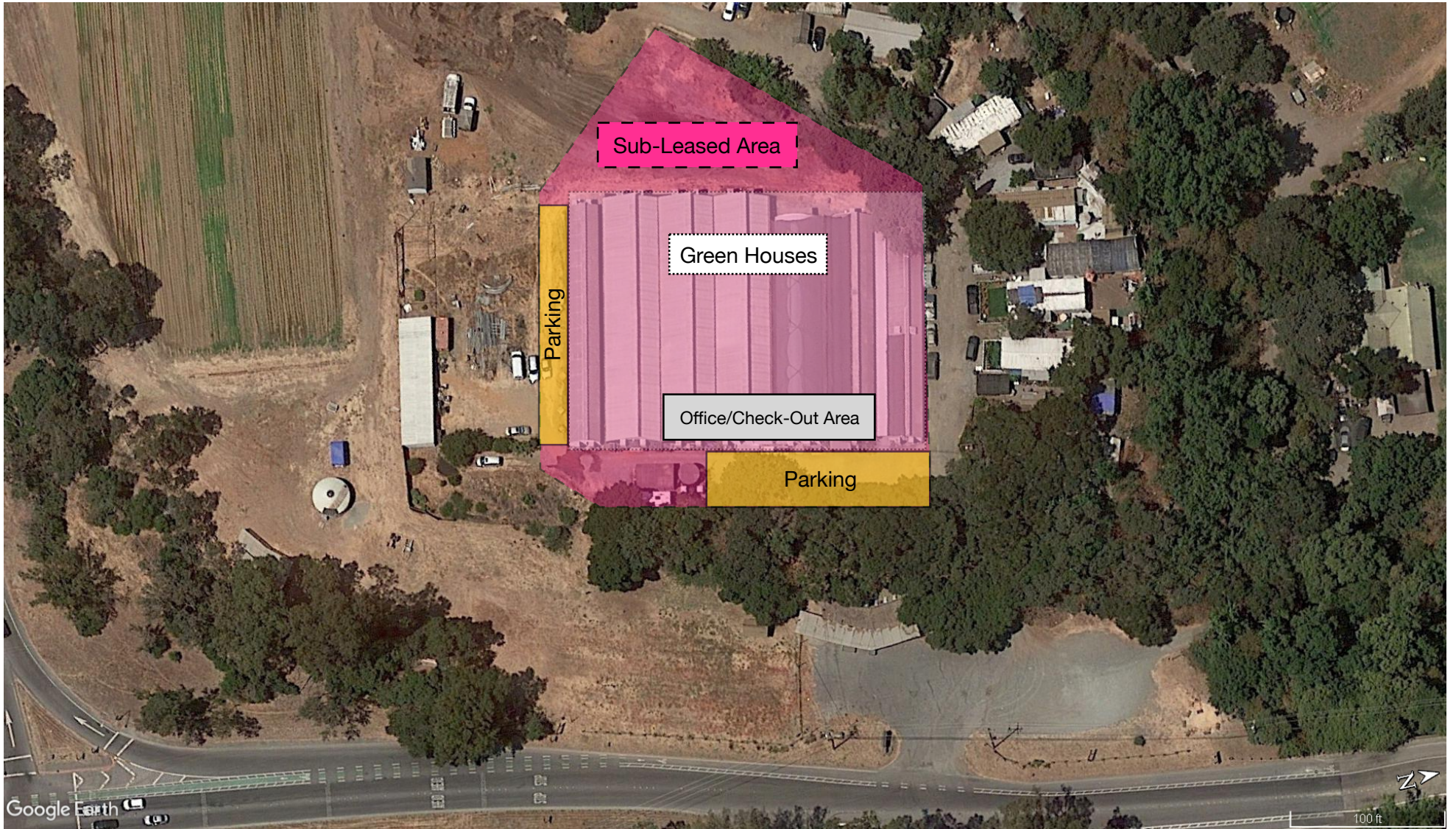




COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT F

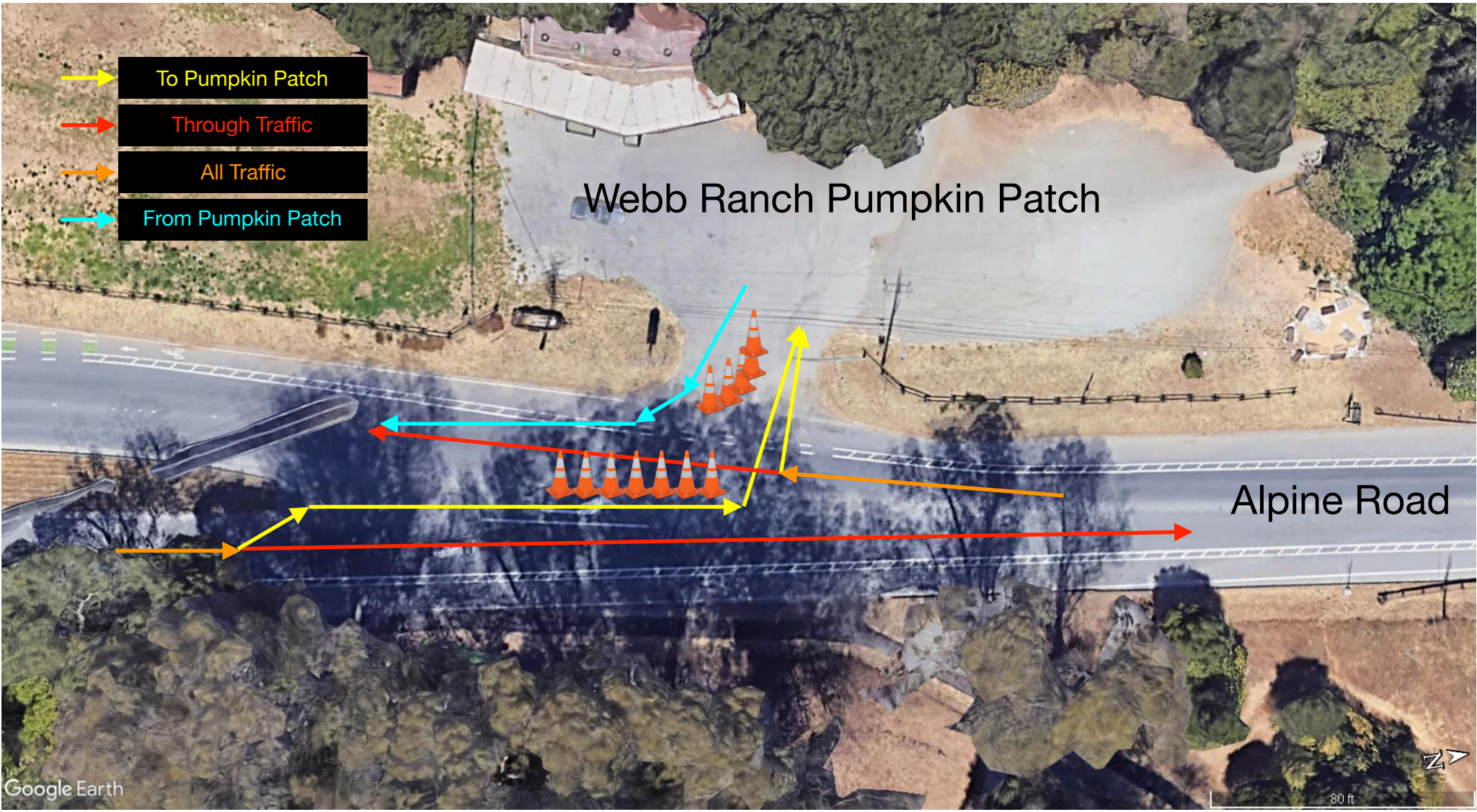
Brookside Orchids Sub-Lease from Webb Ranch





COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT G



- To Pumpkin Patch
- Through Traffic
- All Traffic
- From Pumpkin Patch

Webb Ranch Pumpkin Patch

Alpine Road



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT H



Dec 7, 2017





COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT I



**COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS**

555 County Center, 5th Floor
Redwood City, CA 94063
(650) 363-4100

Permit Number: DPW2019-01419
Issued: 10/18/2019
Inspection Request: (650) 599-7273 (Bayside)
(650) 599-7296 (Coast)

Do not begin construction without confirming date and time of inspection. Minimum notice is 48 hours to start.

APPLICANT NAME: JONATHAN FRECHETTE
SITE ADDRESS: 2718 ALPINE RD AREA: STANFORD LANDS

APPLICANT INFORMATION

JONATHAN FRECHETTE
WEBB RANCH
2720 Alpine Road
Portola Valle, CA 94028-0000
PHONE #1: 650-854-6334
PHONE #2:

CONTRACTOR INFORMATION

PHONE #1:
PHONE #2:

PROJECT NAME: Traffic Control - CHP
PROJECT DESCRIPTION: Traffic Control - Webb Ranch Pumpkin Farm - see attached traffic control plan for directing clients in and out of Webb Ranch. Applicant shall provide CA MUTCD signs and flaggers at all times. Permit from Oct 1 thru Oct 31 Saturday and Sundays only from 10 AM - 6 PM

TYPE OF PERMIT: Other UNDERGROUND SERVICE ALERT (USE) NO.:
DATE OF USA INQUIRY:
SEWER DISTRICT: WEST BAY SANITARY DISTRICT
COUNTY SIP REQ'D?: N
PERMIT EXPIRATION DATE: 10/31/2019

FEE AMOUNT PAID: *φ*

The work authorized by this Permit shall be subject to all the terms, conditions, and restrictions set forth herein. This permit consists of the Special Provisions and Standard Details of San Mateo County as applicable, attached and made a part hereof. The project, as specifically described, is to be strictly construed and no other activity shall be permitted. **Notify County Road Inspector 48 hrs prior to starting work.**

The Permittee and/or his contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work authorized or required by this Permit of Permittee and/or his contractor, their officers, agents, employees and/or servants.

INSURANCE

Permittee is required to maintain property damage and liability insurance in amounts equivalent to or exceeding the legal minimums as a condition of this permit.

APPROVAL BY DEPARTMENT OF PUBLIC WORKS

This permit was issued by me on:

Date: 10/18/2019
Reviewed by: *D. Shaw*
Signed: *D. Shaw*

**** FOR OFFICE USE ONLY ****
Date Completed: _____
By: _____

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 1-18) OPI 071

THIS AGREEMENT, Reimbursable Services Control Log # R-19-330-0244 made and entered into this 30 day of September, 2019, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Webb Ranch Inc., hereinafter called Webb Ranch.

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when traffic control security services vehicle inspections other details for _____ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the _____.
2. The term of this Agreement will be 10/12/2019 to 10/27/2019.
3. The CHP coordinator shall be J. Machado, telephone number (650) 369-6261.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. Webb Ranch agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.
Webb Ranch agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. Webb Ranch shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from Webb Ranch thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. Webb Ranch agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, Webb Ranch agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. Webb Ranch will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. Webb Ranch agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. Webb Ranch agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is **notified** of such cancellation, Webb Ranch will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and Webb Ranch will be charged at the current sergeant's pay. In the event of a rate increase, Webb Ranch agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, Webb Ranch agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to Webb Ranch shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____	hrs.	@	\$ _____	\$ _____
Officer:	42.00	hrs.	@	\$ 97.43	\$ 4,092.06
Vehicle mileage:	120	miles	@	\$ 1.04	\$ 124.80
Motorcycle mileage:	_____	miles	@	\$ _____	\$ _____
Other expenses:	_____				\$ _____
Total estimated cost:					\$ 4,216.86

Note: If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge. The FMRO or on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to FMS, RSU.

- a. Amount of deposit collected: \$ 0.00 _____
- b. Check number: N/A _____
- c. Cash receipt number: N/A _____
- d. Federal Tax Identification Number: 93-3074954 _____

