

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

**Monday, July 12, 2021
7:00 PM**

Visit Daly City's virtual meeting website to register to attend the virtual meeting via Zoom, watch the livestream of the meeting and view the agenda:

<https://bit.ly/dalycityjul12>

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Daly City Council and staff will participate in this meeting via a teleconference. Members of the public are encouraged to watch the meeting via Livestream (City Council Meeting Livestream) at <https://bit.ly/dalycityjul12>.

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) register to speak at the meeting via Zoom.

To submit a comment in writing, please email cityclerk@dalycity.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.

To speak at the meeting, you must register to join via Zoom. Please complete your registration by 5:00 pm on the meeting date in order to participate. After registering, you will receive a confirmation email containing instructions on how to join the meeting, including a unique link. Your email will not be disclosed to the public. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item.

To register to speak at the meeting via Zoom, visit <https://bit.ly/jul12zoomreg>. You must familiarize yourself with Zoom prior to joining the meeting. When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City's virtual meeting website at <https://bit.ly/dalycityjul12>.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 as soon as possible.

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Proclaiming June 2021 as Immigrant Heritage Month

APPROVAL OF MINUTES:

Regular Meeting of June 28, 2021

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

1. Notice of Completion for the Daly City Traffic Signal Management System
2. Amending Traffic Regulations to: (1) Remove Accessible Parking Space in front of 505 A Street (TSR 21/30); and (2) Install 25-ft. No Parking Zone at the South End of Wellington Street (TSR 21/33)
3. Authorizing the City Manager to Enter into Agreement with All City Management Services (ACM) for Crossing Guard Services at Jefferson Elementary School District (JESD) School Sites for School Year 2021/22
4. Authorizing Agreement with the Jefferson Elementary School District (JESD) for Cost Sharing of Crossing Guard Services for School Year 2021/22
5. Notice of Completion for the Southgate Avenue/Callan Boulevard Traffic Signal Installation Project
6. Accepting and Appropriating a \$2,000 Grant from the State of California

Resolutions: Continued

7. Authorizing the City Manager to Execute an Agreement with the Jefferson Elementary School District
8. Authorizing the City Manager to Execute an Agreement with the South San Francisco Unified School District
9. Designation of 2021 Voting Delegate and Alternate for League of California Cities Annual Business Meeting
10. Dedicate Park Bench at Gellert Park

END OF CONSENT AGENDA

PUBLIC HEARINGS:

11. Amend and Restate the City's Statewide Community Infrastructure Program (SCIP) Resolution

Staff: Mothershead

Recommended Action: Open/Close Hearing

Recommended Action: Adopt Resolution by Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor.
The Council cannot take action on any matter raised under this item.

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

12. Council Committee
 - A. Council Committee Meetings May 24 - July 12, 2021
13. City Council
14. Staff

ADJOURNMENT:

Proclamation

Immigrant Heritage Month June 2021

- WHEREAS, America is a nation of immigrants and the majority of us are here today because our ancestors believed in the promise of this Nation; and
- WHEREAS, throughout American history, immigrants have greatly contributed to the cultural, social, and economic fabric of our country, state, and local communities; and
- WHEREAS, more than half of Daly City's population is foreign-born and immigrants continue to be a critical part of our community – they are business owners, health care workers, friends and neighbors; and
- WHEREAS, the City of Daly City has always celebrated and deeply valued our City's diversity as a strength and a key component of the resilience of our community; and
- WHEREAS, during the COVID-19 pandemic, our essential workers, many of whom are immigrants, dedicated themselves to protecting the food security, health, and safety of our communities. These are the same immigrant families who were disproportionately impacted by the pandemic; and
- WHEREAS, immigrants continue to support businesses and create jobs in the City of Daly City and throughout the state of California, and act as a critical role in innovating and strengthening our economy; and
- WHEREAS, despite these countless contributions, the role of immigrants in building and enriching our nation has been often overlooked, and ignorance, racism, and xenophobia has fueled anti-immigrant sentiment to this day; and
- WHEREAS, immigrants have been tireless leaders in advancing rights and access to equal opportunity for all Americans and, therefore, we must continue our shared values of kindness, empathy, respect, and compassion, and be reminded that what unites us is far greater than what divides us.

NOW, THEREFORE, I, JUSLYN C. MANALO, Mayor, and members of the City Council do hereby proclaim June 2021 as **IMMIGRANT HERITAGE MONTH** in Daly City and encourage all residents of Daly City to join in learning about and celebrating the contributions immigrants have made to our community.

Signed and sealed by the Mayor and City Council of the City of
Daly City this 12th day of July 2021.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Raymond Buenaventura, Councilmember

Pamela DiGiovanni, Councilmember

Glenn R. Sylvester, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

To view videos of the City Council meetings, visit <http://yt.vu/+dalycitycouncil>

The meeting was called to order by Vice Mayor Daus-Magbual at 7:11 P.M. by video conference call pursuant to Governor Gavin Newsom's Executive Order N-29-20.

ROLL CALL: Councilmembers Present:
Rod Daus-Magbual, Vice Mayor
Raymond A. Buenaventura
Pamela DiGiovanni
Glenn R. Sylvester

Councilmembers Absent:
Juslyn C. Manalo, Mayor

Staff Present:
Shawwna Maltbie, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

APPROVAL OF MINUTES:

Regular Meeting of June 14, 2021

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to approve the minutes of the Regular Meeting of June 14, 2021.

APPROVAL OF AGENDA:

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to approve the consent agenda with the exception of item # 2, 4, 11, which was taken off consent for further discussion

Resolutions:

Adopting Appropriations Limitation for FY 2022

Resolution 21-79, Establishing City's Appropriations Limitation For Fiscal Year 2021-2022

Note on Public Comments: For this meeting, members of the public were encouraged to watch the meeting via livestream at <https://bit.ly/dalycityjun28> and to register and speak at the meeting via Zoom, and/or submit public comments via email to cityclerk@dalycity.org prior to the public meeting. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting were instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

Accepting and Appropriate 4R's Grant Funding from County of San Mateo Office of Sustainability

Assistant to the City Manager Leilani Ramos reported on the award of a \$5,000 grant from the County's Office of Sustainability for a community container modernization and standardization. Funds will allow the City to upgrade the outdoor bins at Bayshore Heights Park and Lincoln Park to 3-stream stations containing a receptable for organics, mixed recyclables and landfill.

It was moved by Councilmember Buenaventura, seconded by Councilmember Sylvester and carried by voice vote to adopt the following resolution:

Resolution 21-80, Accepting and Appropriating Grants Funds for FY 2021/22 from the County of San Mateo Office of Sustainability for Community Container Modernization and Standardization

Accepting and Appropriating CalRecycle Grant FY 20-21

Resolution 21-81, Accepting and Appropriating Grant Funding from the California Department of Resources Recycling and Recovery

Accepting and Appropriating a \$23,000 Grant from the Daly City Public Library Associates

Library Services Manager Chela Anderson acknowledged the Daly City Public Library Associates' (DCPLA) efforts, reporting that funds will be used to purchase a laptop dispensing kiosk which would automate the checkout of in-library used computers and provide privacy for users. The Council thanked the DCPLA and staff, emphasizing the importance of the kiosk to ensure security.

It was moved by Councilmember Buenaventura, seconded by Councilmember Sylvester and carried by voice vote to adopt the following resolution:

Resolution 21-82, Accepting and Appropriating Grant from the Daly City Public Library Associates

Approving Time Extension for Use Permit UPR-9-19-14212 and Design Review DR-9-19-14213– Restaurant with a Drive Through at 3 Serramonte Center

Resolution 21-83, Approving Extension of Use Permit UPR-9-19-14212 And Design Review DR-9-19-14213 Restaurant with a Drive Through at 3 Serramonte Center

Setting Time and Place for a Public Hearing to Consider Amending Title 15 Buildings and Construction of the Daly City Municipal Code to Revise Permit Expiration Dates

Resolution 21-84, Setting Time and Place of Public Hearing Re: Proposed Ordinance: Amending Title 15 of the Daly City Municipal Code to Revise Permit and Permit Application Expiration Dates

Accepting Fiscal Years 2019 and 2020 Annual Report on Collection and Use of Developer Public Facility Fees

Resolution 21-85, Approving the Fiscal Years 2019 and 2020 Annual Report on Collection and Use of Developer Public Facility Fees

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

Appropriating Funds and Authorizing City Manager to Execute a Professional Services Agreement for Construction Management and Support Services for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project

Resolution 21-86, Authorizing Execution of Professional Services Agreement with Anchor Engineering, Inc. for Construction Management and Support Services for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project and Appropriation of Funds

Adopting Resolution for Salary and Benefits for Classifications Previously Approved During Budget Process

Resolution 21-87, Adopting Salary and Benefits for Specific Miscellaneous/Unrepresented and Executive Management Classifications

Approving Time Extension for Use Permit UPR-8-18-13628 and Design Review DR-8-18-13629 — Church Expansion at 45 County Street

Resolution 21-88, Approving Extension of Use Permit UPR-8-18-13628 And Design Review DR-8-18-13629 for Church Expansion at 45 County Street

Commending Melva Gutierrez on the Occasion of Her Retirement

Director of Finance and Administrative Services Tim Nevin read a resolution commending Ms. Gutierrez on her retirement from the City of Daly City's Finance Department in her current role as Utility Billing Supervisor. Mr. Nevin provided highlights of Melva's career in the City and wished her the best in her retirement. The Council congratulated and thanked Ms. Gutierrez on her 33 years of service to Daly City.

It was moved by Councilmember Buenaventura, seconded by Councilmember DiGiovanni and carried by voice vote to adopt the following resolution:

Resolution 21-89, Commending Melva Gutierrez on the Occasion of Her Retirement

Setting Time and Place for a Public Hearing to Amend and Restate the City's Statewide Community Infrastructure Program (SCIP) Resolution

Resolution 21-90, Setting Time and Place of Public Hearing to Amend and Restate the City's Statewide Community Infrastructure Program Resolution

Setting Time and Place of Public Hearing – Proposed Ordinance Repealing and Replacing Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities

Resolution 21-91, Setting Time and Place of Public Hearing Re: Proposed Ordinance: Repealing and Replacing Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

Check Registers:

Check Registers for the Month of May 2021

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Zone Change ZC-4-21-15008 — Rezone 1618 Sullivan Avenue to be included within the CC Commercial Cannabis Combining District

It was moved by Councilmember Buenaventura and seconded by Vice Mayor Daus-Magbual to continue the item to the regular meeting of July 26th for a full complement of the City Council. The motion failed from a lack of majority vote with a Council vote of 2-2.

Planning Manager Michael Van Lonkhuysen presented applicant Dan Tealdi's request to rezone the subject parcel to the Commercial Cannabis Combining District, recommended for approval by the Planning Commission. Mr. Van Lonkhuysen reported the property is not within 600-ft buffer zone of any schools, noting the Police Department's lack of objection to this location being rezoned to CC.

Vice Mayor Daus-Magbual opened the public hearing.

Christine Fuller and Mikio Akima expressed concern with the proximity of the subject location to DCP, the health clinic and the youth center. Ms. Fuller questioned why care homes were not considered for buffer zones. Mr. Akima urged Council to address issues of advocating for mental health and exposure to youth when looking at buffer zones for cannabis retail stores. Francesca Lomotan shared a study on cannabis advertising and its negative impacts on youth such as higher exposure and asked Council to consider the impacts of retail location and storefront ads and whether it is in an area that youth may visit.

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to close the public hearing.

Mr. Van Lonkhuysen addressed questions on the distance from DCP and Daly City Youth Center to the subject parcel, and whether they fall outside the 600-ft. buffer zone per the overlay map.

It was moved by Councilmember Buenaventura, seconded by Vice Mayor Daus-Magbual and failed by the following roll call vote, to adopt the proposed resolution:

Ayes: Buenaventura, Daus-Magbual
Noes: DiGiovanni, Sylvester

Notice of Lien and Special Assessment to Rental Property

Director of Finance and Administrative Services Tim Nevin reported on the timeline in which notices were sent to rental property owners in an effort to bring them to compliance from unpaid business license rental property taxes and penalties. In the 2021 fiscal year, projected revenue collection of unpaid business license property tax from the County is approximately \$184,291.81.

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to open the public hearing. There were no speakers on this item.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to close the public hearing.

It was moved by Councilmember Buenaventura, seconded by Councilmember Sylvester and carried by unanimous roll call vote to adopt the following resolution:

Resolution 21-93, Approving Notice of Lien and Special Assessment to Rental Property

COMMUNICATIONS:

Use Permit UPR-5-21-15031 — Tattoo Studio at 6500 Mission Street

Assistant Planner Brian Paland presented the applicant's proposal to use the existing retail building at 6500 Mission as a tattoo studio. Jeremy Fiederer, applicant, addressed questions on the state of preparedness of his studio to open its doors to the public.

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried by unanimous roll call vote to adopt the following resolution.

Resolution 21-94, Adopting Findings of Fact and Imposing Conditions of Approval on Use Permit UPR-5-21-15031 to Allow a Tattoo Studio

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

The following speakers supported decreasing the consumption of plastics, particularly single-use plastics in the food and restaurant industries, to significantly reduce the amount of waste produced. Individuals emphasized the negative impacts of plastic pollution and its toxic effects on public health, local ecosystems, landfills, and its threats to climate change. Speakers urged Council to adopt a disposable food service ware ordinance, with a dine-in re-use amendment, to reduce plastic pollution and safeguard public health. Speakers thanked the Council for their service and the initiative taken to consider a disposable food service ware ordinance, referring to item #13 on tonight's agenda.

Sally Liu, Reusable San Mateo County
Clayton Lau, Reusable San Mateo County
Victoria Lin, Bay Area Youth Climate Action Team

Jake Kim
Colman Yeung

Tess voiced opposition to the development of the Thornton Beach area by Sand Hill Properties. Tess stated the development of a religious retreat by Sand Hill should not displace the natural sanctuary that is currently there as a habitat for animals and residents' recreational use.

REPORTS:

Council Committee: June 14 – June 28, 2021

Peninsula Clean Energy (Daus-Magbual)

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JUNE 28, 2021

City Council

Councilmember Sylvester requested clarification and information on the following matters to assist homeowners: whether City Planning or Building division has an established checklist for obtaining permits for the public; the height/building code requirements for ADU's; the procedures and criteria for demolition; and whether the use of metal pipes is required for code compliance, or whether plastic pipes can be utilized.

Vice Mayor Daus-Magbual reported attendance at a meeting with Community Collaboration for Children's Success Racial Equity Subcommittee and San Mateo County Get Healthy Initiative with former Pacifica Mayor Mary Bier to discuss the youth civic empowerment training offered this summer. The Vice Mayor also conveyed Mayor Manalo's message encouraging everyone to get their COVID-19 vaccines as the state of California opens up; the Daly City Youth Center will be holding vaccine clinics every Wednesday (12PM-6PM) until July 31. Mayor Manalo joined the Seton CA Nurses Association town hall to hear and address concerns related to the pandemic from the dedicated frontliners. Mayor Manalo presented a certificate of recognition to Bernard Bud Simon for his service as a WWII Veteran with the US Marines as he turned 100 years old. Mayor Manalo noted two upcoming City events: the return of Fire Engine 95 will be celebrated on July 1st, and on July 17th, the Council will help celebrate the completed Gellert Park renovations with a barbecue provided by San Mateo County; Supervisor David Canepa will also be in attendance and there will free vaccines on site. Mayor Manalo also received news from the legislator that \$4 million will be allocated for the renovation of Margate Park and from Mayor Manalo's request to Assemblymember Phil Ting's Office, thanking Assemblymember Ting and staff and City staff for their efforts.

Councilmember Buenaventura congratulated and thanked Supervisor Canepa for organizing the County's opening festivities held near Colma BART station. Councilmember Buenaventura also joined the Seton CA Nurses town hall to hear and address RN concerns such as severe low staffing and other safety issues, and requested Council and staff continue to monitor this situation. Councilmember DiGiovanni also voiced concern that Seton nurses are currently understaffed, with some being forced out by AHMC, and reported more information will be provided on future town halls.

ADJOURNMENT:

At 9:24 PM, Vice Mayor Daus-Magbual adjourned the meeting in memory of Mary Carr and Aquino Benigno Aquino III.

Approved as submitted, this _____ 12th
day of _____ July _____, 2021.

City Clerk

Vice Mayor



City Council Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Notice of Completion for the Daly City Traffic Signal Management System

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for the Daly City Traffic Signal Management System project.

Background

On June 24, 2019, the City Council authorized the award of a construction contract to W. Bradley Electric Inc. of Novato, California in the amount of \$1,405,077 for the Daly City Traffic Signal Management System project. The scope of work was to replace obsolete traffic signal controllers, upgrade traffic signal cabinets and install equipment to connect all the traffic signal controllers in the field to City Hall and the Public Works Corporation Yard. The project improvements allow for staff to remotely monitor the traffic signals and be able to communicate with all the traffic signal controllers from City Hall as well as the Public Works Corporation Yard. In addition, new battery back-up systems were installed at select locations to allow for continued operations during power outages.

Discussion

W. Bradley Electric Inc. of Novato, California has completed all improvements required by the construction contract documents for a total amount of \$1,411,783.47, including one change order in the amount of \$6,706.47. The original contract award was for \$1,405,077.00. The change order was issued to perform extra work to remount PG&E service meters onto the new traffic signal controller cabinets. The total dollar value of the change order is 0.48% of the original Contract Award, which is within the ten percent contingency allocated for the construction contract award.

Fiscal Impact

The contract was completed in the total amount of \$1,411,783.47 with funds available in the adopted FY 2017-18 CIP project account 17-312-642. No additional appropriation is needed for this recommendation.

Summary/Conclusion

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed by W. Bradley Electric, Inc. of Novato, California for the City's maintenance and use.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

**Notice of Completion for the Daly City
Traffic Signal Management System Project
Meeting Date: July 12, 2021
Page 2 of 2**

Respectfully submitted,



Shirley Chan
Sr. Civil Engineer



Richard Chiu Jr.
Director of Public Works

Attachments: Notice of Completion and Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING
COMPLETION OF CERTAIN PROJECT IN THE
DEPARTMENT OF PUBLIC WORKS

(Daly City Traffic Signal Management System)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and W. Bradley Electric, Inc., Inc., a CA Corporation.

B. The City Council of the City of Daly City desires to acknowledge the completion of such project so that notice of completion may be given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that pursuant to the above, the City of Daly City does hereby accept as complete the following described project:

DALY CITY TRAFFIC SIGNAL MANAGEMENT SYSTEM

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that said project be, and it is hereby accepted as complete, and at the expiration of fifty-five (55) days from this date, final payment in connection with this project be, and it is hereby authorized, provided that all statutory liens, claims and withholds are satisfied pursuant to law.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a special meeting thereof held on the _____ day of _____, 20____, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

OFFICE OF THE CITY CLERK
CITY OF DALY CITY
333 - 90th Street
Daly City, California 94015

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is:
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

DALY CITY TRAFFIC SIGNAL MANAGEMENT SYSTEM

The name of the original contractor for the work of improvement is:

W. Bradley Electric, Inc.
90 Hill Road
Novato, CA 94945

Dated: _____

The undersigned, being duly sworn, says: That he is the owner of the aforesaid interest or estate in the property described in the foregoing notice; that he has read the same, and knows the contents thereof, and that the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021,

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State



City Council Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Amend Traffic Regulations to: (1) Remove Accessible Parking Space in front of 505 A Street (TSR 21/30); and (2) Install 25-ft. No Parking Zone at the South End of Wellington Street (TSR 21/33).

Recommended Action

Recommend the City Council amend the City's traffic regulations as follows:

1. Remove accessible (blue) parking space in front of 505 A Street (TSR 21/30); and
2. Install 25-ft. No Parking (red) zone at the south end of Wellington Street commencing at the west side and extending east (TSR 21/33).

Background

On May 13, 2021, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulations.

Discussion

The amendments to the traffic regulations are recommended for the following reasons:

1. In 2014, the Daly City Administrative Hearing Board granted the resident at 505 A Street #6 a blue zone. The resident informed staff that they have moved out of the building and the blue zone is no longer needed.
2. Staff received a request from a resident to prohibit parking at the south end of Wellington Street. The red zone is needed to prevent vehicles from blocking the driveway at 438 Wellington Street and for fire truck access.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget for the current Fiscal Year 2021-2022.

Summary/Conclusion

Recommend the City Council amend the aforementioned traffic regulations.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

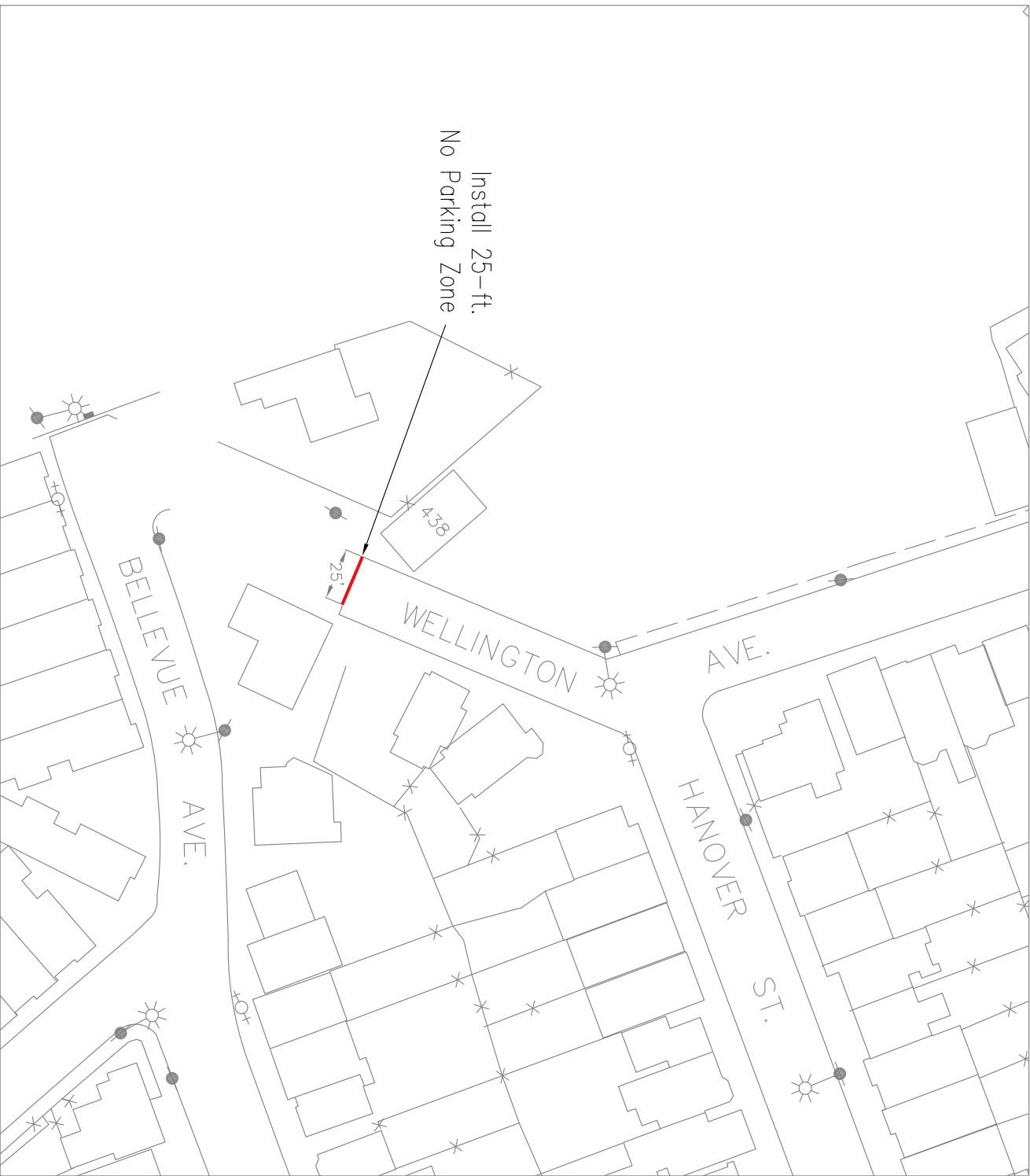


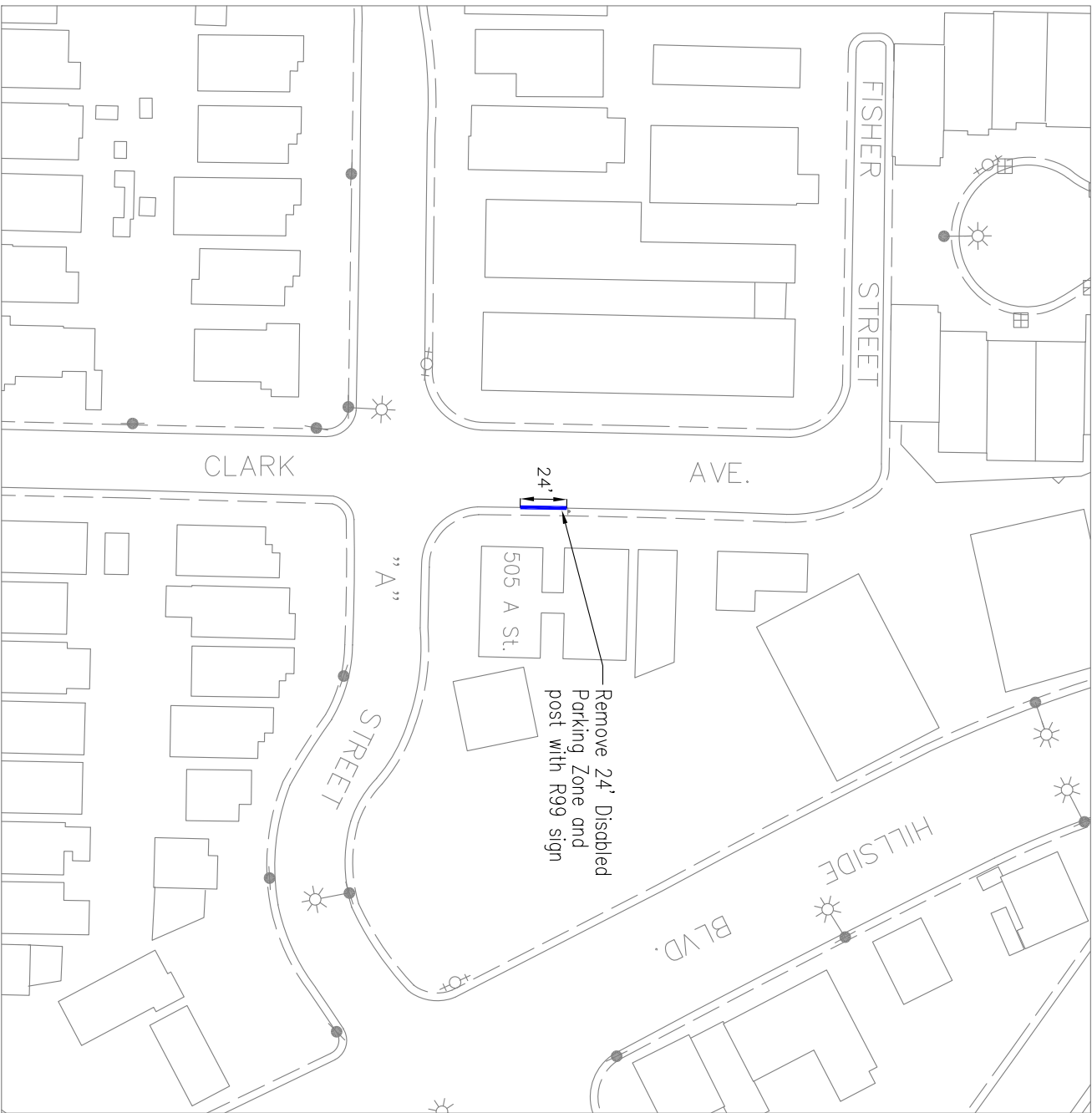
Shirley Chan
Traffic Engineer



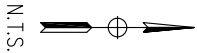
Richard Chiu, Jr.,
Director of Public Works

Attachment: Traffic Improvements Location Maps





TSR 21/30



THE CITY OF DALY CITY
DEPARTMENT OF PUBLIC WORKS
TRAFFIC IMPROVEMENTS
505 A Street

DRAWN	SCY	DATE	07/21	APPROVED	CITY ENGINEER
CHECKED	KF	SCALE	NTS	SHEET NO.	1 OF 1
DESIGNED	SCY	SIGNATURE NO.		TSR	21/30
				DRAWING NUMBER	
				REV.	



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Approve City Manager to Enter into Agreement with All City Management Services (ACM) for Crossing Guard Services at Jefferson Elementary School District (JESD) School Sites for School Year 2021/22

Recommended Action

Staff recommends Council approve City Manager to enter into an agreement with ACM to provide crossing guard services for the JESD.

Background

In previous years, the City has entered into an agreement with ACM to provide crossing guard services at 11 sites. ACM will provide personnel (Crossing Guards) equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks.

Discussion

The Daly City Police Department has a contract with ACM to provide crossing guard services at 11 locations in Daly City. These services will allow for safer travel at busy intersections near the elementary schools, before and after school. Among other items listed in the contract, the services ACM will be providing includes the following: providing personnel, supervision of personnel, training, and equipment. All 11 locations are connected to schools in the JESD and were selected in collaboration with the district. The total cost of the contract with ACM is not to exceed \$159,370.00.

Fiscal Impact

Funds are available in the Police Department Operating Budget to fund the entire All City Management Services contract of \$159,370.20.

The Daly City Police Department will enter into an agreement with the JESD for the district to reimburse the City for 50% of the total cost of the program (\$79,685.10).

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully Submitted,

Ronald W Mussman
Lieutenant

John Gamez
Acting Chief of Police

Attachment: All City Management Services Contract 21/22



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July __, 2021 and is between the CITY OF DALY CITY (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than August 18, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Daly City.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Eighty-three Cents (**\$26.83**) per hour, per Crossing Guard during the term. Based on a minimum of eleven (11) and upon a projected (5,940) hours of service the cost shall not exceed One Hundred Fifty-nine Thousand, Three Hundred and Seventy Dollars (\$159,370.00) per year.
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17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

Sites covered for the 2021-2022 fiscal year are compensated 3.0 hours per day and are as follow:

1. E. Market/Hillside
2. Eastmoor/Mirada
3. Price/Bonnie
4. E. Market/Wyandotte
5. So. Gate/Palomar
6. Skyline/Arcadia
7. So. Gate/Westridge

8. Hanover/Whittier
9. Casa/El Dorado
10. John Daly/Park Plaza
11. John Daly/ Santa Barbara

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Daly City

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Authorize Agreement with the Jefferson Elementary School District (JESD) for Cost Sharing of Crossing Guard Services for School Year 2021/22

Recommended Action

Staff recommends Council approve the City Manager to enter into a cost sharing agreement with the Jefferson Elementary School District to provide crossing guard services.

Background

In previous years, the City entered into an agreement with the Jefferson Elementary School District to share the cost for crossing guard services at 11 sites. As in previous years, the Jefferson Elementary School District has agreed to reimburse the City for 50% of the total cost of crossing guard services.

Discussion

The Daly City Police Department has a contract with All City Management Services to provide crossing guard services at 11 locations in Daly City. All 11 locations are connected to schools in the Jefferson Elementary School District. The total cost of the contract with All City Management is not to exceed \$159,370.20. The Jefferson Elementary School District has agreed to reimburse the City for 50% of the total cost of the program, not to exceed \$79,685.10. The contract is on the JESD School Board agenda for their July 2021 meeting.

Fiscal Impact

Funds are available in the Police Department Operating Budget to fund the entire All City Management contract of \$159,370.20. The Finance Department will invoice JESD no more than \$79,685.10 in FY 2021/22.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully Submitted,

Ronald W Mussman
Lieutenant

John Gamez
Acting Chief of Police

**CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE JEFFERSON ELEMENTARY SCHOOL DISTRICT
AND City of Daly City
FOR SERVICES AT JESD**

THIS AGREEMENT ("Agreement") is made at Daly City, California, effective July 1, 20 21, by and between the Jefferson Elementary School District, ("School District"), and City of Daly City ("Contractor") who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the School District the services described in **Exhibit A** ("Services"). The Services shall be provided by appropriate representatives and employees of Contractor at the time, place and in the manner specified in **Exhibit A**.
 2. **PAYMENTS AND OTHER DISTRICT OBLIGATIONS.** School District shall pay Contractor for the Services at the time and in the manner set forth in **Exhibit B**. These payments shall be the only payments to be made to the Contractor for the Services. Contractor shall submit all billings for said Services to School District in the manner specified in **Exhibit B**. School District agrees to pay Contractor for Services rendered during the term of the Agreement (see Section 15, below) in an amount not to exceed \$ 79,685.10, as specified in **Exhibit B**. Any District obligations other than payments shall be specified in **Exhibit A**.
 3. **INDEPENDENT CONTRACTOR.** It is understood that Contractor, in the performance of the Services, shall act as and be an independent contractor and shall not act as an agent or employee of the School District. Contractor shall obtain no rights to retirement benefits, workers' compensation benefits, or other benefits which accrue to School District's employees, and Contractor hereby expressly waives any claim it may have to any such rights. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between Contractor and the School District.
 4. **MUTUAL INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless School District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education (collectively, the "School District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees ("Contractor Parties") in the performance of or failure to perform Contractor's obligations under this Agreement, including but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to School District or the School District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
- School District shall defend, indemnify, and hold harmless Contractor and the Contractor Parties from and against any and all Claims directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of School District, the School District Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform School District's obligations under this Agreement, including but not limited to School District's or the School District Parties' breach of any representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to Contractor or the Contractor Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

5. **INSURANCE REQUIREMENTS.** During the entire term of this Agreement, Contractor shall procure, pay for and keep in full force and affect the following types of insurance:

Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance, with respect to the Services provided by, or on behalf of, Contractor under this Agreement. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence. Such insurance shall include molestation coverage if the Services allow Contractor to interact with students.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the School District upon request. Contractor agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the School District's Assistant Superintendent, Business Services, thirty (30) days prior written notice.

6. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

Contractor shall comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of Contractor or employees or agents of Contractor who may have contact with the School District's pupils. If at any time during the term of this Agreement Contractor is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee or agent of Contractor performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, Contractor agrees to immediately notify the School District and remove said employee or agent from performing Services pursuant to this Agreement. Contractor will pay for fingerprinting to be done through the district.

7. **LICENSES.** Contractor represents and warrants to School District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to School District that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

8. **NON-ASSIGNABILITY.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the School District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

9. **TERMINATION OF AGREEMENT.** Contractor or School District may, at any time, terminate this Agreement, by giving thirty (30) days written notice specifying the effective date of termination. Contractor shall be entitled to receive payment for Services provided prior to the date of termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the Services completed to the Services required by the Agreement.

10. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees and understands that the School District shall not be responsible for providing Workers' Compensation Insurance to or on behalf of, Contractor or Contractor's employees or agents for the work/services to be performed. Contractor shall be solely responsible for providing for Workers' Compensation Insurance for Contractor. Contractor also agrees and understands that it shall be solely responsible for all Federal and State Income tax liability created by the monies paid by School District to the Contractor for the work/services performed and that the School District will not withhold said taxes from monies paid to Contractor pursuant to this Agreement.

11. **NON-DISCRIMINATION.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. **RETENTION OF RECORDS.** Contractor shall maintain all required records and reports as reflected in Exhibit A, Scope of Services, for three (3) years after the School District makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the School District, a federal grantor agency, and the State of California.

13. **MERGER CLAUSE.** This Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of this Agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the Superintendent of the School District or his or her designee and Contractor. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A and Exhibit B attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the School District's Superintendent or designee ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

15. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022.

16. **NOTICES.** Any written notice to School District shall be sent to:

Administrator: Julie Kessler
Title: Assistant Superintendent of Business Services
The Jefferson Elementary School District
101 Lincoln Avenue
Daly City, California 94015

Any written notice to Contractor shall be sent to:

Individual's name: Patrick Hensley
Title: Chief of Police
Contractor Name and Address:
333 - 90th Street
Daly City, CA 94015

17. **CONFIDENTIAL INFORMATION.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

18. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20. **WAIVER.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

21. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

School site Principal or Director's signature of agreement to Exhibit A, Scope of Services, and Exhibit B, payment amount and terms. This signature is for district purposes and does not execute this agreement no greater than \$3,000.

Principal's Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Note: If this agreement is for an amount greater than \$3,000 the below must be signed by the Superintendent or Assistant Superintendent of Business Services

Jefferson Elementary School District

By: _____
Signature

Bernardo Vidales

Printed Name

Superintendent

Title

101 Lincoln Avenue

Address

Daly City, CA 94015

City State Zip

(650) 991-1000

Telephone Number

Date

City of Daly City

Contractor's Name

By: _____
Signature

Shawna Maltbie

Printed Name

City Manager

Title

333 90th Street

Address

Daly City, CA 94015

City State Zip

(650) 991-8127

Telephone Number

Date

Exhibit A – Scope of Services and Obligations
(at JESD Sites)

Contractor agrees to satisfactorily perform the following Services during the term of this Agreement:

Contractor shall provide personnel equipped and trained in appropriate procedure for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Daly City pertaining to general pedestrian safety in school crossing areas. Cross Guard Services shall be provided by the Contractor at the designated locations on all days in which school is in session. Contractor agrees to maintain communication with the designated schools to maintain proper scheduling. The Contractor shall provide Crossing Guards with the appropriate apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The Contractor shall also provide all Crossing Guards with hand held stop signs and any other safety equipment which may be necessary.

Contractor shall provide eleven (11) Crossing Guards at the designated schools. Contractor shall provide supervisory personnel to ensure that Crossing Guards activities are taking place at the required places and times. Contractor shall maintain adequate personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location and agrees to provide immediate replacement.

* See attached

School Year 21/22 Crossing guard Locations per ACM Contract

1. E. Market/Hillside
2. Eastmoor/Mirada
3. Price/Bonnie
4. E. Market/Wyandotte
5. So. Gate/Palomar
6. Skyline/Arcadia
7. So. Gate/Westridge



8. Hanover/Whittier
9. Casa/El Dorado
10. John Daly/Park Plaza
11. John Daly/ Santa Barbara

(NOTE: this section may be change and approved by review of JESD Asst. Sup. of Business Services)

Exhibit B – Payment Terms

The Parties agree to the following payment terms:

1. For Services satisfactorily performed, the School District will make payments to Contractor, but such payments shall not exceed a total of \$ 79,685.10 for the contract period. If the Services are not complete but the not-to-exceed total has been paid, then Contractor shall perform the remaining Services without further payment.
2. Contractor shall submit invoices for payment of Services satisfactorily performed, invoice must reference District Purchase Order number.
3. The School District shall pay each undisputed and detailed invoice within thirty (30) days of receipt of the invoice and any additional supporting documentation requested by the School District.
4. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July __, 2021 and is between the CITY OF DALY CITY (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than August 18, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Daly City.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

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17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

Sites covered for the 2021-2022 fiscal year are compensated 3.0 hours per day and are as follow:

1. E. Market/Hillside
2. Eastmoor/Mirada
3. Price/Bonnie
4. E. Market/Wyandotte
5. So. Gate/Palomar
6. Skyline/Arcadia
7. So. Gate/Westridge

8. Hanover/Whittier
9. Casa/El Dorado
10. John Daly/Park Plaza
11. John Daly/ Santa Barbara

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Daly City

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



City Council Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Notice of Completion for the Southgate Avenue/Callan Boulevard Traffic Signal Installation Project

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for the Southgate Avenue/Callan Boulevard Traffic Signal Installation project.

Background

On March 23, 2020, the City Council authorized the award of a construction contract to Mike Brown Electric Co. of Cotati, California in the amount of \$410,660.00 for the Southgate Avenue/Callan Boulevard Traffic Signal Installation project. The scope of work was to install a new traffic signal system, ADA compliant curb ramps, and new crosswalks at the intersection of Southgate Avenue/Callan Boulevard. These improvements were designed in-house by the Engineering staff. The traffic signal is needed to relieve the delay experienced by motorists as a result of the expansion of Serramonte Shopping Center. The traffic signal will reduce delay at the intersection during peak periods as well as provide a safe crossing for pedestrians along Southgate Avenue.

Discussion

Mike Brown Electric Co. of Cotati, California has completed all improvements required by the construction contract documents for a total amount of \$421,733.25, including two change orders in the amount of \$11,073.25. The original contract award was for \$410,660.00. The two change orders were issued to perform extra work to install a riser on the traffic controller cabinet foundation, replace the pedestrian push buttons with touchless pedestrian push buttons, construct a catch basin top inlet, remove damaged retaining curb due to a collision at the intersection and to adjust the final amount for the bid items based on the actual quantities. The total dollar value of the change orders is 2.7% of the original Contract Award, which is within the fifteen percent contingency allocated for the construction contract award.

Fiscal Impact

The contract was completed in the total amount of \$421,733.25 with funds available in the adopted FY 2017-18 CIP project account 17-312-658. No additional appropriation is needed for this recommendation.

Summary/Conclusion

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed by Mike Brown Electric Co. of Cotati, California for the City's maintenance and use.

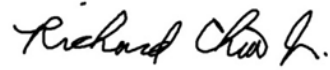
**Notice of Completion for the Southgate Avenue/
Callan Boulevard Traffic Signal Installation Project**
Meeting Date: July 12, 2021
Page 2 of 2

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Shirley Chan
Traffic Engineer



Richard Chiu Jr.
Director of Public Works

Attachments: Notice of Completion and Resolution

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

OFFICE OF THE CITY CLERK
CITY OF DALY CITY
333 - 90th Street
Daly City, California 94015

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is:
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

**SOUTHGATE AVENUE/CALLAN BOULEVARD
TRAFFIC SIGNAL INSTALLATION PROJECT**

The name of the original contractor for the work of improvement is:

Mike Brown Electric Co.
561-A Mercantile Drive
Cotati, CA 94931

Dated: _____

The undersigned, being duly sworn, says: That he is the owner of the aforesaid interest or estate in the property described in the foregoing notice; that he has read the same, and knows the contents thereof, and that the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021,

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING
COMPLETION OF CERTAIN PROJECT IN THE
DEPARTMENT OF PUBLIC WORKS

(Southgate Avenue/Callan Boulevard Traffic Signal Installation Project)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Mike Brown Electric Co., a CA Corporation.

B. The City Council of the City of Daly City desires to acknowledge the completion of such project so that notice of completion may be given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that pursuant to the above, the City of Daly City does hereby accept as complete the following described project:

**SOUTHGATE AVENUE/CALLAN BOULEVARD
TRAFFIC SIGNAL INSTALLATION PROJECT**

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that said project be, and it is hereby accepted as complete, and at the expiration of fifty-five (55) days from this date, final payment in connection with this project be, and it is hereby authorized, provided that all statutory liens, claims and withholds are satisfied pursuant to law.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a special meeting thereof held on the _____ day of _____, 20____, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Accepting and Appropriating a \$2,000 Grant from the State of California

Recommended Action

It is recommended the City Council accept a grant of \$2,000 from the California State Library's Lunch at the Library program, administered by the Pacific Library Partnership (PLP), and appropriate this amount for youth services programming.

Background/Discussion

The Lunch at the Library program provides children and teens with meals, summer reading programs, and other activities that support learning, health, and wellness. It also brings new families to the library where staff can connect adult family members with essential resources and services.

The Library will use the funds for supporting and enhancing programs for youth in our community at partner meal site at area schools, including the Big Lift Inspiring Summers camps.

Fiscal Impact

The \$2,000 grant revenue from the State of California was not anticipated in the current Fiscal Year budget. These grant funds were received and will be expended in Fiscal Year 2021-22.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Chela Anderson
Library Services Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Authorize the City Manager to Execute an Agreement with the Jefferson Elementary School District

Recommended Action

Authorize the City Manager to execute an agreement with the Jefferson Elementary School District.

Background

The City, through the Department of Library and Recreation Services, offers an Afterschool Youth Recreation Program (AYRP) at Daniel Webster and Marjorie H. Tobias (MHTobias) Elementary Schools in the Jefferson Elementary School District. The program is held each day after school until 5:30 p.m. and includes homework assistance, enrichment classes, recreational activities, and a daily snack. The purpose of this Use Agreement is to set forth the respective obligation and responsibilities of the City and the District for the providing AYRP afterschool programs and services at Daniel Webster and MHTobias schools for a period commencing upon execution of this Agreement and continuing until terminated by either the City or the School District.

Fiscal Impact

There will be no change in fiscal impact to the City by entering this agreement. The District shall not charge the City any fees, usage or maintenance, or any facility fee for the use of their premises to administer AYRP.

Summary/Conclusion

The City's Afterschool Youth Recreation Program (AYRP) is an essential resource to our community and resuming this programming following the pandemic is invaluable. Thus, it is recommended that the City Council authorize the City Manager to execute an agreement with the Jefferson Elementary School District.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully Submitted,

Jennifer Der
Senior Recreation Services Supervisor

Denise Brown
Recreation Services Manager

Attachment: Use Agreement between Jefferson Elementary School District and the City of Daly City

USE AGREEMENT

THIS USE AGREEMENT is made at Daly City, California, as of _____, 20____ by and between the Jefferson Elementary School District, (“District”), and the City of Daly City, a municipal corporation (“City”) for the use of facilities located at Daniel Webster and MHTobias Schools.

WHEREAS, the City of Daly City’s Department of Library and Recreation Services operates afterschool programs at various public schools within the City and surrounding cities: and

WHEREAS, the Jefferson School District would like to utilize the services provided by the City’s Department of Library and Recreation Services to offer afterschool programs to its students at the Daniel Webster and MHTobias Elementary Schools; and

WHEREAS, the City has the authority to provide such services to the School District; and

WHEREAS, the City and the District desire to enter into this Use Agreement between the parties in order to provide afterschool programs and services.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. **PURPOSE.** The purpose of this Use Agreement to set forth the respective obligation and responsibilities of the City and the District for the providing afterschool programs and services at the Daniel Webster and MHTobias Elementary Schools.
2. **TERM.** The term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing until terminated by either Party in accordance with Section 10 of this Agreement.
3. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, the City shall provide to the School District the services described in **Exhibit A**, herein made part of this Agreement by this reference. These services shall be provided by appropriate representatives and employees of the City at the time, place and in the manner specified in **Exhibit A**. The District shall provide the appropriate space to the City in which to perform such services. The District shall not charge the City any fees, usage or maintenance, or any fee, for the use of the premises.

4. **INDEPENDENT CONTRACTOR.** It is understood that the City, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the School District. The City shall obtain no rights to retirement benefits or other benefits which accrue to School District's employees, and the City hereby expressly waives any claim it may have to any such rights.

5. **MUTUAL INDEMNIFICATION.** It is agreed that the School District shall defend, hold harmless and indemnify the City, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the performance of the City or which result from the negligent act or omissions of the School District, its officers, and/or employees, provided that this shall not apply to injuries for which the City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that the City shall defend, hold harmless, and indemnify the School District, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the City, its officers and/or employees, other than City, provided that this shall not apply to injuries for which School District has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the School District, its officers and/or employees, City, its officers and/or employees, to persons and/or property, which arise out of terms and conditions of this, Agreement shall be apportioned according to the California theory of comparative indemnity.

The duty of each party to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **INSURANCE REQUIREMENTS.**

General Liability Coverage. City shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage. City shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the City arising out of or

in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Certificates of Insurance and Endorsements. City is legally self-insured, and shall provide all the insurance required in this paragraph through the City's self-insurance program

7. **COMPLIANCE WITH LAWS.** City shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

8. **LICENSES.** City represents and warrants to School District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of City to practice its profession. City represents and warrants to School District that School City shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of City to practice its profession.

9. **NON-ASSIGNABILITY.** City shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the School District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

10. **TERMINATION OF AGREEMENT.** City or School District may terminate this Agreement, in whole or in part by giving thirty (30) days written notice specifying the effective date and scope of such termination.

11. **WORKER'S COMPENSATION INSURANCE.** City agrees and understands that the School District shall not be responsible for providing Workers' Compensation Insurance to or on behalf of, the City or City for the work/services to be performed. City shall be solely responsible for providing for Workers' Compensation Insurance for the City. City also agrees and understands that it shall be solely responsible for all Federal and State Income tax liability created by the monies paid by School District to the City for the work/services performed and that the School District will not withhold said taxes from monies paid to City pursuant to this agreement.

12. **NON-DISCRIMINATION.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, martial status, medical condition, sexual orientation, or disability. City shall ensure full equal employment opportunity for all employees under this Agreement.

13. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the School District's Superintendent ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

14. **TERM OF AGREEMENT.** This agreement shall commence on August 18, 2021 and shall terminate on a mutually agreed upon date not to exceed June 30, 2022.

16. **NOTICES.** Any written notice to School District shall be sent to:

Bernardo Vidales, Superintendent
Jefferson Elementary School District
101 Lincoln Ave,
Daly City, CA 94015

Any written notice to City shall be sent to:

Denise Brown
Recreation Services Manager
City of Daly City Department of Library and Services
111 Lake Merced Boulevard
Daly City, CA 94015

Executed as of the day first above stated:

JEFFERSON ELEMENTARY SCHOOL DISTRICT

By _____

Bernardo Vidales

Superintendent

Jefferson Elementary School District

Date: _____

CITY OF DALY CITY, a municipal corporation

By: _____

Shawwna Maltbie

City Manager

City of Daly City

Date: _____

EXHIBIT “A” SCOPE OF SERVICES

City shall provide after school programs and services to students enrolled at Daniel Webster and MHTobias Elementary Schools. City shall provide such services on all school days from the school dismissal to 5:30pm. City shall not provide such services on non-school days, including holidays and breaks.

District shall make available the premises known as the Multipurpose Room, and any available classrooms with permission to the City to provide such services. The Premises shall also include the blacktop and any other appropriate outdoor areas including the play structures on both playgrounds, and field use.

Maintenance. The District is responsible for all maintenance/custodial services on the premises. City shall make sure the bathrooms that are used for program are free of debris. The City of Daly City Library and Recreation Services hourly staff will sweep and spot mop Multipurpose Room and any Classrooms that are used with permission; sanitizing surface areas and removing all debris.

Program Content/Quality

The City of Daly City’s Department Library and Recreation Services Afterschool Youth Recreation Program will include an educational and literacy, and an educational enrichment element. The Program will help to support and enhance school goals, working with the whole student to provide optimal opportunities for academic interest, and talent enhancement. Student data (CST/CELDT/local benchmarks) will be used to inform program design and refinement.

The Program will enrich student learning through a broad range of activities in the arts, sciences, and technology. Opportunities that will explore and use inquiry to develop thinking skills, identify talents, and expand students’ knowledge base. The Program will develop healthier students through structured physical activities and better nutrition knowledge. The Program will focus on building a strong Team Spirit, developing participation in the City of Daly City’s Department of Library and Recreation Services activities, programs, events, and leagues.

The staff of the City of Daly City’s Department of Library and Recreation Services Afterschool Youth Recreation Program, the Principal and school faculty will create a high-quality learning after-school program that will provide opportunities for students to:

- Receive individualized instruction
- Practice new skills
- Practice core academic subjects
- Experience the arts, music, drama, and sports
- Experience staff that is mindful of students' emotional, social, physical, and academic health

Collaboration and Partnerships

A strong commitment from site administrators will be used to make high-quality afterschool programming part of the overall instructional program at the school site. Collaborative partnerships between the regular day and the afterschool staff will be essential for the learning is aligned with the regular day curriculum. Clearly defined and well communicated operational policies and procedures, including our already established policies for attendance and behavior.

Utilizing the City of Daly City Library and Recreation Services we offer:

- Junior Giants
- Winter/Spring/Summer Recreation Camps
- Youth Baseball
- Aquatics
- Youth Basketball Leagues
- Playworks
- Coaching Corps Inc.
- Art enrichment (art, music, dance)
- Event space (graduation/promotion ceremonies, parent engagement, fundraisers)



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Authorize the City Manager to Execute an Agreement with the South San Francisco Unified School District

Recommended Action

Authorize the City Manager to execute an agreement with the South San Francisco Unified School District.

Background

The City, through the Department of Library and Recreation Services, offers an Afterschool Youth Recreation Program (AYRP) at Junipero Serra Elementary School in the South San Francisco Unified School District. The program is held each day after until 5:30 p.m. and includes homework assistance, enrichment classes, recreational activities, and a daily snack. The purpose of this Use Agreement is to set forth the respective obligation and responsibilities of the City and the District for the providing AYRP afterschool program and services at Junipero Serra Elementary School for a period commencing upon execution of this Agreement and continuing until terminated by either the City or the School District..

Fiscal Impact

There will be no change in fiscal impact to the City by entering this agreement. The District shall not charge the City any fees, usage or maintenance, or any facility fee, for the use of their premises to administer AYRP.

Summary/Conclusion

The City's Afterschool Youth Recreation Program (AYRP) is an essential resource to our community and resuming this programming following the pandemic is invaluable. Thus, it is recommended that the City Council authorize the City Manager to execute an agreement with the South San Francisco Unified School District.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully Submitted,

Jennifer Der
Senior Recreation Services Supervisor

Denise Brown
Recreation Services Manager

Attachment: Use Agreement between South San Francisco Unified Elementary School District and the City of Daly City

USE AGREEMENT

THIS USE AGREEMENT is made at Daly City, California, as of _____, _____ by and between the South San Francisco Unified School District, ("District"), and the City of Daly City, a municipal corporation ("City") for the use of facilities located at Junipero Serra Elementary School.

WHEREAS, the City of Daly City's Department of Library and Recreation Services operates afterschool programs at various public schools within the City and surrounding cities; and

WHEREAS, the South San Francisco Unified School District would like to utilize the services provided by the City's Department of Library and Recreation Services to offer afterschool programs to its students at Junipero Serra Elementary School; and

WHEREAS, the City has the authority to provide such services to the School District; and

WHEREAS, the City and the District desire to enter into this Use Agreement between the parties in order to provide afterschool programs and services.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. **PURPOSE.** The purpose of this Use Agreement to set forth the respective obligation and responsibilities of the City and the District for the providing afterschool programs and services at Junipero Serra Elementary School.
2. **TERM.** The term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing until terminated by either Party in accordance with Section 10 of this Agreement.
3. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, the City shall provide to the School District the services described in **Exhibit A**, herein made part of this Agreement by this reference. These services shall be provided by appropriate representatives and employees of the City at the time, place and in the manner specified in **Exhibit A**. The District shall provide the appropriate space to the City in which to perform such services. The District shall not charge the City any fees, usage or maintenance, or any fee, for the use of the premises.

4. **INDEPENDENT CONTRACTOR.** It is understood that the City, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the School District. The City shall obtain no rights to retirement benefits or other benefits which accrue to School District's employees, and the City hereby expressly waives any claim it may have to any such rights.

5. **MUTUAL INDEMNIFICATION.** It is agreed that the School District shall defend, hold harmless and indemnify the City, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the performance of the City or which result from the negligent act or omissions of the School District, its officers, and/or employees, provided that this shall not apply to injuries for which the City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that the City shall defend, hold harmless, and indemnify the School District, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the City, its officers and/or employees, other than City, provided that this shall not apply to injuries for which School District has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the School District, its officers and/or employees, City, its officers and/or employees, to persons and/or property, which arise out of terms and conditions of this, Agreement shall be apportioned according to the California theory of comparative indemnity.

The duty of each party to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **INSURANCE REQUIREMENTS.**

General Liability Coverage. City shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage. City shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the City arising out of or

in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Certificates of Insurance and Endorsements. City is legally self-insured, and shall provide all the insurance required in this paragraph through the City's self-insurance program

7. **COMPLIANCE WITH LAWS.** City shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

8. **LICENSES.** City represents and warrants to School District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of City to practice its profession. City represents and warrants to School District that School City shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of City to practice its profession.

9. **NON-ASSIGNABILITY.** City shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the School District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

10. **TERMINATION OF AGREEMENT.** City or School District may terminate this Agreement, in whole or in part by giving thirty (30) days written notice specifying the effective date and scope of such termination.

11. **WORKER'S COMPENSATION INSURANCE.** City agrees and understands that the School District shall not be responsible for providing Workers' Compensation Insurance to or on behalf of, the City or City for the work/services to be performed. City shall be solely responsible for providing for Workers' Compensation Insurance for the City. City also agrees and understands that it shall be solely responsible for all Federal and State Income tax liability created by the monies paid by School District to the City for the work/services performed and that the School District will not withhold said taxes from monies paid to City pursuant to this agreement.

12. **NON-DISCRIMINATION.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, martial status, medical condition, sexual orientation, or disability. City shall ensure full equal employment opportunity for all employees under this Agreement.

13. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the School District's Superintendent ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

14. **TERM OF AGREEMENT.** This agreement shall commence on August 10th 2021, and shall terminate on a mutually agreed upon date not to exceed June 30, 2022.

16. **NOTICES.** Any written notice to School District shall be sent to:

Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B St
South San Francisco, CA 94080

Any written notice to City shall be sent to:

Denise Brown
Recreation Services Manager
City of Daly City Department of Library and Services
111 Lake Merced Boulevard
Daly City, CA 94015

Executed as of the day first above stated:

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By _____ Date: _____
Dr. Shawnterra Moore
Superintendent
South San Francisco Unified School District

CITY OF DALY CITY, a municipal corporation

By: _____ Date: _____
Shawwna Maltbie
City Manager
City of Daly City

EXHIBIT “A” SCOPE OF SERVICES

City shall provide after school programs and services to students enrolled at the Junipero Serra Elementary School. City shall provide such services on all school days from the school dismissal to 5:30pm. City shall not provide such services on non-school days, including holidays and breaks.

District shall make available the premises known as the Multipurpose Room, and any available classrooms with permission to the City to provide such services. The Premises shall also include the blacktop and any other appropriate outdoor areas including the play structures on both playgrounds, and field use.

Maintenance. The District is responsible for all maintenance/custodial services on the premises. City shall make sure the bathrooms that are used for program are free of debris. The City of Daly City Library and Recreation Services hourly staff will sweep and spot mop Multipurpose Room and any Classrooms that are used with permission; sanitizing surface areas and removing all debris.

Program Content/Quality

The City of Daly City’s Department Library and Recreation Services Afterschool Youth Recreation Program will include an educational and literacy, and an educational enrichment element. The Program will help to support and enhance school goals, working with the whole student to provide optimal opportunities for academic interest, and talent enhancement. Student data (CST/CELDT/local benchmarks) will be used to inform program design and refinement.

The Program will enrich student learning through a broad range of activities in the arts, sciences, and technology. Opportunities that will explore and use inquiry to develop thinking skills, identify talents, and expand students’ knowledge base. The Program will develop healthier students through structured physical activities and better nutrition knowledge. The Program will focus on building a strong Team Spirit, developing participation in the City of Daly City’s Department of Library and Recreation Services activities, programs, events, and leagues.

The staff of the City of Daly City’s Department of Library and Recreation Services Afterschool Youth Recreation Program, the Principal and school faculty will create a high-quality learning after-school program that will provide opportunities for students to:

- Receive individualized instruction

- Practice new skills
- Practice core academic subjects
- Experience the arts, music, drama, and sports
- Experience staff that is mindful of students' emotional, social, physical, and academic health

Collaboration and Partnerships

A strong commitment from site administrators will be used to make high-quality afterschool programming part of the overall instructional program at the school site. Collaborative partnerships between the regular day and the afterschool staff will be essential for the learning is aligned with the regular day curriculum. Clearly defined and well communicated operational policies and procedures, including our already established policies for attendance and behavior.

Utilizing the City of Daly City Library and Recreation Services we offer:

- Junior Giants
- Winter/Spring/Summer Recreation Camps
- Youth Baseball
- Aquatics
- Youth Basketball Leagues
- Playworks
- Coaching Corps Inc.
- Art enrichment (art, music, dance)
- Event space (graduation/promotion ceremonies, parent engagement, fundraisers)



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Designation of Voting Delegate and Alternate for League of California Cities Annual Business Meeting

Recommended Action

It is recommended that the City Council select and designate a voting delegate and alternate(s) to cast ballots on behalf of the City of Daly City at the League of California Cities Annual Business Meeting to be held at the conclusion of the League Annual Conference in Sacramento on September 22-24, 2021.

Background/Discussion

The League of California Cities Annual Conference is scheduled for September 22-24, 2021 in Sacramento. Each year, at the League of California Cities Annual Business Meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve this role.

The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference if scheduling precludes such participation, but they must be registered for the Annual Business Meeting on Friday, September 24, 2021 at 12:30 p.m.

The Annual Conference Voting Procedures are outlined in the attached document. These procedures detail how the official voting delegate may transfer the City's voting card to the alternate(s), if required. The deadline to submit the names of the voting delegate and alternate(s) for the City of Daly City to the League of California Cities is Wednesday, September 15, 2021.

City Council Agenda Report

**Subject: Designation of Voting Delegate and Alternate for League of California Cities
Annual Business Meeting**

Meeting Date: July 12, 2021

Page 2 of 2

Summary/Conclusion

The League of California Cities Annual Conference is scheduled for September 22-24, 2021. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 12:30 pm on Friday, September 24. To participate as an official voting member of the League at the Annual Business Meeting, the City of Daly City must designate a voting delegate, and up to two alternates, to officially cast ballots on resolutions that may be considered at the Business Meeting, which establish League policy. It is recommended that the City Council select and designate a voting delegate and up to two alternates to participate in the League of California Cities Annual Business Meeting on September 24, 2021.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawnna Maltbie". The signature is fluid and cursive, with the first name "Shawnna" being more prominent than the last name "Maltbie".

Shawnna Maltbie
City Manager

Attachment



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m. – 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



City Council Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Dedicate Park Bench at Gellert Park

Recommended Action

Dedicate Park Bench at Gellert Park in Honor of David J. Canepa.

Background

County of San Mateo Board of Supervisors' President David J. Canepa allocated Measure K Funds to supplement the City's Capital Improvement Program funding for renovations at Gellert Park that include a new playground, restroom facility, field & court lighting, renovated BBQ shelter, and updated basketball & tennis courts.

In recognition of Supervisor Canepa's commitment and contribution to the Daly City community, the Mayor and City Council may dedicate a park bench in his honor and deep appreciation for his support, leadership and partnership.

The City Council is hosting a Ribbon Cutting Ceremony & Grand Reopening of Gellert Park on Saturday, July 17, 2021 from 11am to 1pm with a BBQ lunch, music and live performances, community resource tables, and a free COVID-19 vaccine clinic.

All are invited to join us for an afternoon at the newly renovated Gellert Park.

Fiscal Impact

The cost to purchase a 6" x 8" park bench plaque is approximately \$325.00.

Summary/Conclusions

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

Subject: Amend and Restate the City's Statewide Community Infrastructure Program (SCIP) Resolution

Recommended Action

Conduct a public hearing to consider an Amended and Restated Resolution making certain findings and authorizing certain matters necessary for the City of Daly City to confirm its participation in the Statewide Community Infrastructure Program (SCIP).

Background

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the City. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities, counties and special districts to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts ("CFDs"), as provided for in this Amended and Restated Resolution. Since its inception SCIP has issued over \$800 million in land secured special assessment and CFD bonds for development projects in California.

The City joined SCIP in 2020 and it is now before the City Council to consider modifications to its original SCIP Resolution (No. 20-17, adopted on January 27, 2020) which will allow for the financing of fees and facilities through the formation of CFDs in addition to the current assessment district program. By adding CFD's, developers can finance a broader range of City fees such as the police, fire, library, general city fee and the housing in-lieu fee. It will also allow the developer more flexibility in adjusting tax rates by specific product type, assist in forming separate improvement areas when projects need to be phased, and provide for more facilities to be financed similar in type to the fees.

If a property owner chooses to participate, and the City approves the application, the selected public capital improvements, facilities and/or development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property (no one developer within the SCIP pool is responsible for the payment related to any other project). With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases the fees are subject to requisition by the City at any time to make authorized fee expenditures, and the City is never at risk for payment of its fees. If improvements or facilities are contemplated, the Amended and Restated Resolution includes a form of acquisition agreement which outlines how the developer will be reimbursed for those improvements as they are certified complete by the City.

Discussion

The proposed Amended and Restated Resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our City's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. The authorization of CSCDA to form assessment districts within the City's boundaries, conduct assessment proceedings, and levy assessments against the property of participating owners previously approved by this City Council would remain in effect. It approves the form of an acquisition agreement to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

Recommendation

Conduct a public hearing to consider an Amended and Restated Resolution making certain findings and authorizing certain matters necessary for the City of Daly City to confirm its participation in the Statewide Community Infrastructure Program (SCIP).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tatum Mothershead', with a stylized, cursive script.

Tatum Mothershead
Director of Economic and Community Development

RESOLUTION NO. _____

AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE CITY OF DALY CITY; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the “JPA Law”), the members of which include numerous cities, counties and local agencies in the State of California, including the City of Daly City (the “City”);

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the “Program Participants”);

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the “Improvements”) and improvements eligible for funding from certain development impact fees (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments;

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development;

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of Local Obligations under the Mello-Roos Act upon the security of the special taxes;

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts ("CFDs") and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts ("Assessment Districts") under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments or special taxes, as applicable;

WHEREAS, from time to time when eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the City;

WHEREAS, both the Authority and the City are "local agencies" under the Mello-Roos Act;

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act;

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the City to Fees payable by such property owners and Improvements;

WHEREAS, the City has previously presented Resolution No. 20-17 of the City Council of the City of Daly City, authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of Daly City; approving a form of acquisition agreement; and authorizing related actions (the "Original Resolution"), and such Original Resolution was adopted on January 27, 2020;

WHEREAS, the City now wishes to amend and restate the Original Resolution;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Amended and Restated Resolution pursuant to Section 10104 of the Streets and Highways Code;

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application;

WHEREAS, the City will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP;

WHEREAS, the Authority may issue revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (the "Marks-Roos Act") to acquire the Local Obligations and thereby provide the proceeds to finance the Fees and Improvements; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this Amended and Restated Resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. This Amended and Restated Resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (defined below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the City's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 2. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this Amended and Restated Resolution, shall together constitute a separate joint community facilities agreement between the City and the Authority under the Mello-Roos Act for each CFD formed. As, without this Amended and Restated Resolution, the Authority has no power to finance City Fees and/or City Improvements (as such terms are defined herein) in proceedings under the Act to form the CFD, adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance City Fees and City Improvements shall constitute acceptance of the terms hereof by the Authority with respect to such CFD.

Section 4. This Amended and Restated Resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the proposed CFDs and Assessment Districts. The City hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 5. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The City approves the use of those Local Goals and Policies in connection with the formation of CFDs. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the CFDs.

Section 6. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 7. Pursuant to the Mello-Roos Act and this Amended and Restated Resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of any or all of the facilities and Fees set forth on Exhibit C, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. Exhibit C may be modified from time to time by written agreement between an authorized representative of the Authority and of the City. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the City are referred to as the “City Improvements.” The Fees paid or to be paid to the City are referred to as the “City Fees.”

Section 8. For Fees paid or to be paid to another agency by any particular CFD (an “Other Local Agency”), the Authority will obtain the written consent of that Other Local Agency before issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act. For the Improvements to be owned by an Other Local Agency, the Authority will separately identify them in its proceedings, and will enter into a joint community facilities agreement with such Other Local Agency prior to issuing Local Obligations to finance such Improvements, as required by the Mello-Roos Act. Each joint community facilities agreement with each Other Local Agency will contain a provision that the Other Local Agency will provide indemnification to the

City to the same extent that the City provides indemnification to the Other Local Agency under the terms of this Amended and Restated Resolution.

Section 9. At the time of formation of each CFD, the City will certify to the Commission of the Authority that all of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees to be funded by such CFD are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the proposed CFDs in the form attached hereto as Exhibit D. Any appropriate officer or staff of the City is authorized to execute and deliver such certificate in substantially the form attached hereto as Exhibit D, with such changes as such signatory shall approve. Joint community facilities agreements with other local agencies will each contain a requirement that each Other Local Agency will make identical certification in connection with respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local Agency equivalent to that made by the City in this paragraph.

Section 10. The Authority will apply the special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs incurred in the administration of the CFDs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Mello-Roos Act. The joint community facilities agreements with each Other Local Agency must require the Other Local Agency to apply the special tax revenues they receive for their authorized Improvements and Fees under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 11. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this Amended and Restated Resolution) nor will the City be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency.

Section 12. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees

and for the Improvements and Fees pertaining to each Other Local Agency. Subaccounts shall be created as necessary.

Section 13. As respects the Authority and each Other Local Agency, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Other Local Agency shall have no responsibility in that regard. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 14. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Other Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to each Other Local Agency's respective Improvements and the improvements to be constructed or acquired with each Other Local Agency's Fees.

Section 15. As respects the Authority and each Other Local Agency, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties.

Section 16. The City acknowledges the requirement of the Mello-Roos Act that if the City Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The

Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 17. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the City Manager or such officer's designee (the "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 18. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 19. The City hereby consents to the formation of the CFDs in accordance with this Amended and Restated Resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 20. The terms of the Agreement embodied by this Amended and Restated Resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 21. Except to the extent of the indemnifications extended to each Other Local Agency in the Agreement embodied by this Amended and Restated Resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this Amended and Restated Resolution, and nothing in this Amended and Restated Resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Amended and Restated Resolution.

Section 22. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Other Local Agency to the extent of the indemnification provisions and the provisions whereby each Other Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 23. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new

development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit E, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with SCIP.

Section 24. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 25. This Amended and Restated Resolution shall take effect immediately upon its adoption. The City Clerk of the City of Daly City is hereby authorized and directed to transmit a certified copy of this Amended and Restated Resolution to the Secretary of the Authority. This Amended and Restated Resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated. The Original Resolution shall remain in force with respect to any Assessment District formed pursuant to its authority until all Local Obligations have been retired and the authority to levy the assessment conferred by any assessment proceedings carried out pursuant to the Original Resolution has ended or is otherwise terminated.

*

*

*

PASSED AND ADOPTED this ____ day of _____, 2021 by the following vote, to wit:

AYES: Council Members

.....

NOES: Council Members

.....

.....

ABSENT: Council Members

.....

.....

ABSTAIN: Council Members

.....

.....

.....



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 12, 2021

To: Honorable City Council

From: Angie Padilla, City Manager's Office

Date: July 12, 2021

Subject: Council Committee Meetings May 24 – July 12, 2021

Date of Meeting:

Meeting:

In Attendance:

June 29, 2021

**North County Fire Authority
Board Meeting - Annual Meeting
to Discuss JPA Allocation**

Manalo
Sylvester
Maltbie
Ramos
Myers
Biermann
Johnson
Pomicpic
Solis

June 30, 2021

Social Justice Issues

Manalo
Buenaventura
Maltbie
Zimmerman
Ramos

July 6, 2021

**JUHSD-Discuss the JUHSD Proposed
Planned Development at Their Property
at 699 Serramonte Blvd.**

Manalo
Sylvester
Zimmerman
Stolte
Mothershead
Morales

City Council Agenda Report
To: Honorable City Council

From: Angie Padilla, City Manager's Office

Date: July 12, 2021

Subject: Council Committee Meetings May 24 – July 12, 2021

Meeting Date: July 12, 2021

Page 2 of 2



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: May 18, 2021

TO: See Below
FROM: Angie Padilla, City Manager's Office
SUBJECT: MEETING NOTICE

RE: North County Fire Authority Board Meeting
Re: Annual Meeting to Discuss JPA Allocation

DATE: Tuesday, June 29, 2021

TIME: 5:30 p.m.

PLACE: VIRTUAL MEETING (Details to Follow)

ATTENDING:

City Participants:

Juslyn Manalo, Mayor
Glenn Sylvester, Councilmember
Shawonna Maltbie, City Manager
Leilani Ramos, Assistant to the City Manager
Ron Myers, Fire Chief, NCFA
Barry Biermann, Deputy Chief, NCFA
Todd Johnson, Deputy Chief, NCFA
Chuck Pomicpic, Deputy Chief, NCFA
Elizabeth Solis, Admin. Mgmt. Analyst, NCFA

CONFIRMED: May 17, 2021

cc: Council

Other Participants:

Terry O'Connell, Councilmember, Brisbane
Madison Davis, Councilmember, Brisbane
Clay Holstine, City Manager, Brisbane
Tygarijas Bigstyck, Councilmember, Pacifica
Mike O'Neill, Councilmember, Pacifica
Kevin Woodhouse, City Manager, Pacifica



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

MEETING NOTICE

**June 29, 2021
5:30 p.m.**

Virtual Meeting

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Governor Newsom's Executive Order N-29-20, members of the North County Fire Authority Board of Directors and staff will participate in this meeting via a teleconference.

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) register to speak at the meeting via Zoom.

To submit a comment in writing, please email esolis@northcountyfire.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the North County Fire Authority Board of Directors prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the North County Fire Authority Board of Directors following the meeting.

To speak at the meeting, you must register to join via Zoom. The City requests that you complete your registration by 5:00 pm on the meeting date. After registering, you will receive a confirmation email containing instructions on how to join the meeting, including a unique link. Your email will not be disclosed to the public. Public comment is limited to two minutes maximum.

To register to speak at the meeting via Zoom, visit <https://bit.ly/NCFAJune29>. You must familiarize yourself with Zoom prior to joining the meeting. When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. The City will not be providing technical support.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 as soon as possible.

I. Roll Call

II. Consent Agenda

Approval of Minutes – Meeting of May 19, 2020

California Fire Assistance Agreement Reimbursement



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

III. New Business

Adoption of July 2021 thru June 2022 Cost Allocation

Election of Chair and Vice Chair (2 Year Term)

IV. 2020 NCFA Annual Report – No Action

V. Board Comments – No Action

VI. Staff Reports – No Action

VII. Public Oral Communication – No Action

VIII. Adjourn



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

ACTION MINUTES May 19, 2020 Meeting

(Virtual Meeting)

CALLED TO ORDER

Councilmember Madison Davis called the meeting to order at 5:34 p.m.

I. ROLL CALL

Directors Present:

Madison Davis, Brisbane Councilmember – Chair
Terry O'Connell, Brisbane Mayor
Glenn R. Sylvester, Daly City Mayor
Juslyn C. Manalo, Daly City Vice Mayor
Sue Beckmeyer, Pacifica Mayor Pro-Tem
Mike O'Neill, Pacifica Councilmember

Staff Present:

Clay Holstine, City Manager – Brisbane
Shawna Maltbie, City Manager – Daly City
Kevin Woodhouse, City Manager - Pacifica
Ron Myers, Fire Chief – North County Fire Authority

Additional NCFA Staff Present:

Ron Bravo, NCFA Deputy Fire Chief
Charles Pomicpic, NCFA Deputy Fire Chief
Barry Biermann, NCFA Deputy Fire Chief
Elizabeth Solis, NCFA Admin Management Analyst

II. APPROVAL OF MINUTES

Councilmember Davis called for a motion to approve the minutes of the September 26, 2019 meeting.

BOARD ACTION

*Moved by Director O'Neill and seconded by Director O'Connell, to approve the September 26 minutes.
Motion carried 6-0-0.*

III. ADOPTION OF JULY 2020 THRU JUNE 2021 COST ALLOCATION

Daly City City Manager Shawna Maltbie reviewed the proposed cost allocation model and plan for fiscal year 2020 – 2021.

BOARD ACTION

Moved by Director O'Connell and seconded by Director Beckmeyer, to adopt the Fiscal Year July 2020 thru June 2021 Cost Allocation. Motion carried 6-0-0. No public comments.

IV. 2019 NCFA ANNUAL REPORT – No Action Required

Board acknowledged report

V. QUESTIONS AND ANSWERS FROM THE BOARD – No Action Required

VI. PUBLIC COMMENTS/ORAL COMMUNICATIONS

None

VII. ADJOURN

There being no further business to come before the Board, Chair Davis adjourned the meeting at 5:46 p.m.

BOARD ACTION

Moved by Director O'Connell and seconded by Director O'Neill. Motion Carried 6-0-0

Action Minutes Prepared by: Elizabeth Solis, NCFA Administrative Management Analyst

Attested

Madison Davis, Board Chair

Date

North County Fire Authority

Inter-Office Memorandum

To: North County Fire Authority JPA Board

From: Ron Myers, Fire Chief

Date: June 29, 2021

Subject: California Fire Assistance Agreement (CFAA) Reimbursement

Recommended Action

For the Board to approve a resolution establishing reimbursement to the North County Fire Authority for fire personnel responding to emergency incidents as outlined under California Fire Assistance Agreement (CFAA) and that all fire personnel responses away from their official duty station or administrative site and assigned to an emergency incident are compensated beginning from the time of initial dispatch from home base to the time of return to home base (portal to portal), while in the course of their employment away from their official duty station or administrative site.

Background

The California Fire Assistance Agreement (CFAA) is the reimbursement mechanism for local government fire agencies responding as part of the California Fire and Rescue Mutual Aid System.

North County Fire Authority assists the State of California and Federal Government during times of large-scale wildfire incidents. Wildfire emergencies often require local government immediate need and planned need personnel, as well as fire equipment to effectively mitigate the emergency incident.

Discussion

The CFAA provides for reimbursement when assisting state and federal fire agencies while combating wildfires. The CFAA compensates and reimburses local government fire agencies and is administered through California Office of Emergency Services (CAL-OES) in conjunction with the California Fire and Rescue Mutual Aid System.

By passing this Resolution, the Board will be communicating that the North County Fire Authority will require the requesting state and or federal agency to pay the full amount of the reimbursement, including travel to and from the incident (portal to portal) and during rest periods, as well that all fire personnel will continue to be

compensated beginning from the time of initial dispatch from home base to the time of return to home base (portal to portal), while in the course of their employment away from their official duty station or administrative site.

Fiscal Impact

None

Summary/Conclusion

With the adoption of this Resolution, the North County Fire Authority will be reimbursed for the total cost of providing fire personnel and equipment to state and federal wildfire agencies, as outlined within the CFAA and will continue to compensate all fire personnel portal to portal from time of dispatch until return to home base.

Staff is available to provide any additional information desired by the Board.

RESOLUTION NO. NCFA 2021-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE
AUTHORITY IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE PERSONNEL
RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND
ASSIGNED TO AN EMERGENCY INCIDENT

WHEREAS, the North County Fire Authority is a public agency located in the County of San Mateo, State of California; and

WHEREAS, it is the North County Fire Authority's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the North County Fire Authority has in its employ the following response personnel: Fire Chief, Deputy Fire Chiefs, Battalion Chiefs, Fire Captains, Fire Engineers, Firefighter/Paramedics and Firefighter/EMTs, and

WHEREAS, the North County Fire Authority will compensate fire personnel portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the North County Fire Authority will compensate fire personnel overtime in accordance with the current Memorandum of Understanding as well as Personnel Rules and Regulations, while in the course of their employment and away from their official duty station and assigned to an emergency incident in support of an emergency incident, or pre-positioned for emergency response.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the North County Fire Authority, as follows:

1. Fire personnel shall be compensated in accordance to the current Memorandum of Understanding, Personnel Rules and Regulations, and/or other directives that identify personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be used to compensate such personnel.
3. The North County Fire Authority will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Branch.
4. Fire personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
5. Fire personnel include: Fire Chief, Deputy Fire Chiefs, Battalion Chiefs, Fire Captains, Fire Engineers, Firefighter/Paramedics and Firefighter/EMTs.

APPROVED:

BOARD CHAIR, NORTH COUNTY FIRE AUTHORITY

North County Fire Authority

Inter-Office Memorandum

To: NCFA JPA Board Members
From: NCFA Administrative Committee
Date: June 29, 2021
Subject: 2021-2022 NCFA Cost Allocation

RECOMMENDATION

It is recommended that the North County Fire Authority Board adopt the attached member agencies cost allocation for fiscal year 2021-2022 with the implementation date effective July 1, 2021, continuing to June 30, 2022.

DISCUSSION

The fiscal year 2021-2022 cost allocation is based upon annual personnel additions and or any compensation increases provided by member agencies.

CONCLUSION

The North County Fire Authority continues to be an effective and efficient way of providing and delivering fire, emergency medical, all hazards and non-emergency services to those participating member agencies. Over the many years the North County Fire Authority has been in existence, it has saved millions of dollars annually for member cities and will continue to do so now and in the future.

Staff is available to answer and questions or provide clarification.

Respectfully submitted,



Shawna Maltbie
Administrative Committee Chair

Attachment

NORTH COUNTY FIRE AUTHORITY (JPA)
Cost Allocation
July 2021 to June 2022

Daly City

Staff Cost Allocation \$3,825,202

Pacifica

Staff Cost Allocation \$1,122,605

Brisbane

Staff Cost Allocation \$185,321

Total Staff Cost Allocation = \$5,133,128

<u>Agency</u>	<u>Allocation Formula</u>	<u>Cost Allocation</u>	<u>Staff Contribution</u>	<u>Distribution</u>
Brisbane	13.0%	\$667,307	\$185,321	(\$481,986)
Pacifica	22.5%	\$1,154,954	\$1,122,605	(\$32,349)
Daly City	<u>64.5%</u>	<u>\$3,310,867</u>	\$3,825,202	\$514,335
	100.0%	\$5,133,128		



2020 Annual Report

NORTH COUNTY FIRE AUTHORITY

SERVING BRISBANE, DALY CITY AND PACIFICA

The "Mission" of the North County Fire Authority

Be Kind

Always Prepared

Care for Others



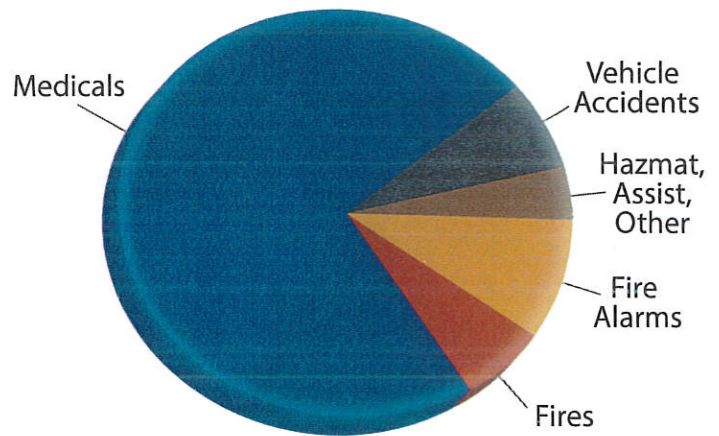
EMERGENCY OPERATIONS AND TRAINING

- Achieved an overall "Customer Satisfaction" rating of 98% in the delivery of emergency and non-emergency services.
- Provided Pre-Hospital Advanced Life Saving (ALS) medical interventions and treatment for residents, businesses and visitors through paramedic staffed engine and truck companies.
- Provided high quality Advanced Life Support (ALS) assessment and interventions to emergency medical incidents, which over half of the total EMS calls benefited and served senior citizens.
- Averaged 240 hours per firefighter over the year of in-service recurrent and mandated training through the efforts of the Operations Bureau, Division of Training and Special Operations Division.
- Completed all required annual training, continuing education and certifications for fire company-based paramedics and emergency medical technicians.

businesses and visitors through paramedic staffed engine and truck companies.

- Developed and implemented a NCEA Pandemic Response Plan.
- Utilized Continuity of Operations planning to overcome the organizational challenges presented by COVID-19.
- Deployed fire companies and chief officers to multiple major wildfire incidents throughout California through the Statewide Fire and Rescue Mutual Aid system.
- Completed phase two of the Wildfire and All Risk evacuation planning process with full implementation to occur during the year 2021.
- Achieved getting a first due fire company on scene in 5 minutes and 42 seconds to all fire and medical emergencies from time of dispatch to arrival, which more than achieved the established goal.

INCIDENTS BY TYPE 2020



Busiest hour of the day:
3:00 – 4:00 PM

Busiest day of the week:
Friday

Busiest month of the year:
January

Average Emergency Response Time
0:05:42

Total Losses
\$8,337,304

Total Values Saved
\$115,829,859

PUBLIC EDUCATION AND COMMUNITY OUTREACH

- Provided our communities with a virtual on-line “Fire Service Day” during the COVID pandemic
- Participated in the drive to collect new school supplies and backpacks for kids starting back to school in the North County.
- Presented “Hands Only CPR” and “Stop the Bleed” instruction through an on-line virtual approach due to the COVID pandemic.
- Completed Community Wildfire Awareness and Preparedness through online education.
- Distributed the Ready Set Go Wildfire preparedness brochure, as well as providing information through NCFA and city social media and websites.
- Donated Personal Protection Equipment to Seton Hospital nurses, doctors and healthcare workers.
- Due to COVID the annual San Mateo County Emergency Preparedness Day event was canceled.
- Continued distributing and providing education on Senior Citizen Fall Prevention, as well as a Home Safety Checklists.
- Presented Basic Emergency Preparedness, Individual and Family Preparedness seminars, and Community Emergency Response Team (CERT) classes in a virtual format.
- Completed necessary education and training, allowing firefighters to administer COVID-19 vaccinations at clinics.



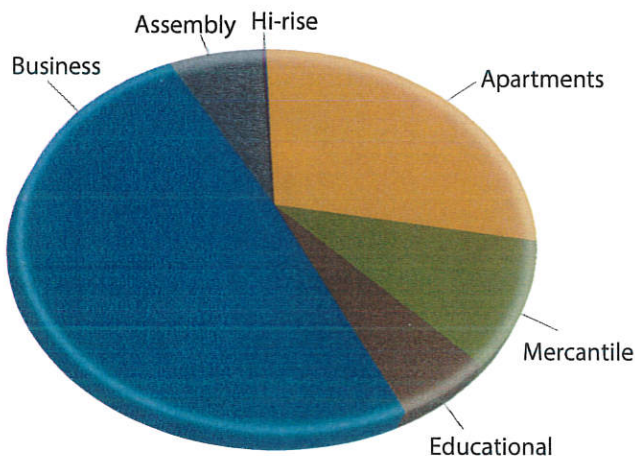
- Partnered and participated in the ‘Operation Santa Claus’ program, as well as other toy and assistance drive initiatives within each community.
- Muscular Dystrophy Association (MDA) fund raising event was canceled due to the COVID pandemic.
- Participated, completed and coordinated community service announcements, public displays, fairs, festivals, presentations and speaking engagements virtually, resulting in thousands of beneficial contacts.
- Completed and distributed public information through online social platforms and media releases for all emergency incidents.



FIRE PREVENTION

- Participated virtually in October's Fire Prevention Week due to the COVID pandemic.
- Fire companies completed all annual required and mandated occupancy fire and life-safety code compliance inspections.
- Fire Safety Inspectors from the Fire Prevention Services Division completed all annual required and mandated occupancy fire and life-safety and fire code compliance inspections, including issuing operational permits.

INSPECTIONS BY OCCUPANCY TYPE



- Fire Prevention Services Division completed pre-fire engineering and plan check reviews and inspections for new construction projects, tenant improvements, alarm installations and suppression systems.
- Safety Inspectors completed all inspections and re-inspections of land parcels through the "Vegetation Abatement and Management Program" and with assistance from property owners achieved 100% compliance.
- Completed a fire investigation and analysis of all fire incidents.
- Provided virtual fire extinguisher training to businesses, agencies and the general public.

FIRE CHIEF'S MESSAGE

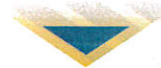
This 2020 Annual Report of Accomplishments and Successes reflects the continued commitment and dedication of all members of our fire agency in providing services through a high-performance organization. We will strive to always protect life and property, as well as deliver value-added quality customer service today and into the future. Our mission, values, priorities, service goals, and objectives will guide us towards consistently achieving and maintaining a culture of excellence and integrity.

Ron D. Myers
Fire Chief



VALUES

- | | | |
|-------------|----------|------------------|
| ■ SERVICE | ■ TEAM | ■ RESPONSIBILITY |
| ■ INTEGRITY | ■ VISION | ■ EMPATHY |



PRIORITIES

- | | | |
|------------|---------------|-------------|
| ■ SAFETY | ■ OPERATIONAL | ■ READINESS |
| ■ INCIDENT | ■ RESPONSE | ■ TRAINING |



GOALS

- CUSTOMER SERVICE
- HIGH PERFORMANCE ORGANIZATION
- DELIVERY OF SERVICES AND PROGRAMS
MEETING THE NEEDS OF PEOPLE
- COMMUNITY FOCUSED ACTIVITIES
AND VENTURES



NORTH COUNTY FIRE AUTHORITY HEADQUARTERS
10 Wembley Drive, Daly City, California 94015 ■ www.northcountyfire.org



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: July 6, 2021

TO: See Below
FROM: Angie Padilla, City Manager's Office
SUBJECT: MEETING NOTICE

RE: Social Justice Issues Council Subcommittee Meeting

DATE: Wednesday, June 30, 2021

TIME: 5:00 p.m.

PLACE: VIRTUAL MEETING - ZOOM

ATTENDING:

City Participants:

Juslyn Manalo, Mayor
Raymond Buenaventura, Councilmember
Shawna Maltbie, City Manager
Rose Zimmerman, City Attorney
Leilani Ramos, Assistant to the City Manager

Other Participants:

cc: City Council

Date Confirmed:

Social Justice Issues City Council Sub Committee Meeting
June 30, 2021

1. Penal Code Section 1001.95 (legislation enacted in January 2021)
 - a. Diversion Program Development Countywide
2. Daly City Restorative Justice Pilot Program Phase I
 - a. Restorative Justice Community Survey to be developed and conducted by outside consultant ASAP (CMO)
 - b. Review results of Survey (Staff/Subcommittee)
 - c. Identify potential misdemeanors eligible for pilot program considering:
 - All parties agree to participate (voluntary)
 - Daly City Resident (mandatory)
 - First Time Offender (mandatory)
3. Daly City Restorative Justice Pilot Program Phase II
 - a. (DRAFT) Restorative Justice Pilot Program including:
 - Definition and Scope
 - Staffing Structure
 - Administrative/Program costs
 - Creation of a New Board/Stringent Background process
 - Program Evaluation
4. Daly City Restorative Justice Pilot Program Phase III
 - a. Study Session(s): Background/Presentation of Pilot Program
 - b. Council Consideration/Adoption
5. Daly City Restorative Justice Pilot Program Phase IV
 - a. Program Implementation
 - b. Program Evaluation (4-month intervals)
 - c. Study Session regarding findings/results (after 1 year)



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: July 7, 2021

TO: See Below

FROM: Angie Padilla, City Manager's Office

SUBJECT: MEETING NOTICE

REVISED

RE: Jefferson Union High School District (JUHSD) Council Committee
- Discuss the JUHSD Proposed Planned Development at Their property on
699 Serramonte Blvd.

DATE: Tuesday, July 6, 2021

TIME: 5:30 p.m. – 6:30 p.m.

PLACE: VIRTUAL

ATTENDING:

City Participants:

Juslyn Manalo, Mayor

Glenn Sylvester, Councilmember

Rose Zimmerman, City Attorney

Stephen Stolte, Assistant City Manager

Tatum Mothershead, Dir. of ECD

Carmelisa Morales, Associate Planner

cc: City Council

Other Participants:

Kalimah Salahuddin, Trustee, JUHSD

Tina Van Raaphorst, Assist. Sup., JUHSD

Alan Katz, Brookwood Advisors

Bruce Fukuji, Brookwood Advisors

Chris White, Brookwood Advisors

DALY CITY INTER-OFFICE MEMORANDUM

JUHSD COUNCIL COMMITTEE

DATE: July 6, 2021

TO: JUHSD Council Committee
Juslyn Manalo, Mayor
Glenn Sylvester, Councilmember

FROM: Carmelisa Morales, Associate Planner

SUBJECT: General Plan Amendment GPA-04-21-014998
Planned Development PD-04-21-014997
Design Review DR-04-21-015000
Major Subdivision SUB-04-21-014999
699 Serramonte Boulevard – Serramonte Del Rey Campus Redevelopment

BACKGROUND

The Serramonte Del Rey Precise Plan (PD-31) was approved for the Serramonte Del Rey Campus located at 699 Serramonte Boulevard in Daly City in 1985 and allowed up to 175 residential units and approximately 700,000 square feet (sq. ft.) of office space. An amendment to the Precise Plan (PD-31A) was approved in January 2020 for the northwest section of the site (Parcel A) to allow for the construction of a JUHSD faculty and staff housing project which is currently under construction.

The property currently consists of a main building occupied by JUHSD offices and non-profit organizations, temporary buildings, surface parking, and construction activity for JUHSD faculty and staff housing. There is also a school garden located in the southwest corner of the project site. This garden was started 20 years ago and used by JUHSD for adult education as a demonstration garden. Since the garden is used by JUHSD for educational purposes, members of the public must fill out volunteer and liability forms to use the garden.

PROJECT DESCRIPTION

Staff has received an application from Jefferson Union High School District (JUHSD) that proposes a new Precise Plan for the campus (see Attachment A – Draft Precise Plan). The proposed Precise Plan would allow for the redevelopment of the campus to include up to 1,235 units of affordable and market-rate rental housing, up to 14,000 sq. ft. of neighborhood-serving retail/commercial uses, and 1,400 sq. ft. allocated for a Head Start childcare facility. The existing garden would be removed, but JUHSD intends to install raised planter beds at their new adult education building located at 123 Edgemont Drive. The site would be divided into seven development parcels and additional street parcels with public access easements. Build-out of the site is anticipated to be over a ten-year period.

JUHSD is also seeking design review approval for the proposed development on Parcel B, which would include a six-story, 201-unit mixed-use building with approximately 345 parking spaces and approximately 8,000 sq. ft. of retail space, a park, play structure, and various amenities for residents (see Attachment B – Parcel B Project Plans). The building would have a maximum height of 74 feet to the top of the parapet (85 feet to the top of the elevator shaft).

Respectfully submitted,



Carmelisa Morales
Associate Planner

Attachments

Attachment A – Draft Precise Plan
Attachment B – Parcel B Project Plans