

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

**Monday, July 26, 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/dalycityjul26>

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/dalycityjul26>.

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/jul26zoomreg>. 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/dalycityjul26>.

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:

APPROVAL OF MINUTES:

Regular Meeting of July 12, 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. Adopting a Resolution Observing Juneteenth National Independence Day as a City Holiday for the City of Daly City
2. Re-Appointing of Daly City Bicycle-Pedestrian Advisory Committee Members
3. Accepting Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Funds for Drug Detection Canine
4. Accepting and Appropriating Grant from the Daly City Public Library Associates for Library Summer Learning Programs
5. Extending Suspension of Overdue Fines for Library Materials
6. Approving the Subdivision Improvement Agreement between the City of Daly City and TNZ Development LLC, Green World Development LLC, and NKS Development LLC, and Approval of the Final Map SUB 8-13-7731, 55 Calgary Street 7-Lot Subdivision
7. Accepting and Appropriating \$48,600 in Highway Safety Improvement Program State Funds for the John Daly Boulevard and Skyline Boulevard Intersection Safety Improvements Project, and Authorize the City Manager to Execute the Master Agreement for State-Funded Projects and the Program Supplement Agreement

Resolutions: Continued

8. Authorizing Contract Renewal for Mussel Rock Landfill Site Monitoring Professional Services with Tetra Tech, Inc.
9. Authorizing Amendment to Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC
10. Authorizing City Manager to Execute Three-year Agreement with ePlus Technology for Rubrik Data Protection Services
11. Authorizing City Manager to Enter into Agreement with the County of San Mateo for the Second Course Meal Program

Check Registers:

12. Check Registers for Month of June 2021

END OF CONSENT AGENDA

PUBLIC HEARINGS:

13. Introduction of Ordinance Amending Sections of Title 15 of the Daly City Municipal Code Re: Building and Construction Permit Time Limitations

Staff: Sigala

Recommended Action: Open/Close Hearing

Recommended Action: Motion for City Attorney to Read by Title Only

Recommended Action: Councilmember Introduce Ordinance

14. Introduction of Ordinance Repealing and Replacing Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities

Staff: Ramos

Recommended Action: Open/Close Hearing

Recommended Action: Motion for City Attorney to Read by Title Only

Recommended Action: Councilmember Introduce Ordinance

PUBLIC HEARINGS: Continued

15. TEFRA Hearing/ Tax-Exempt Financing for Brunswick Street Apartments

Staff: ZoBell

Recommended Action: Open/Close Hearing

Recommended Action: Adopt Resolution by Roll Call

COMMUNICATIONS:

16. Designation of 2021 Voting Delegate and Alternates for League of California Cities Annual Business Meeting

Staff: Maltbie

Recommended Action: Council Determination

Recommended Action: Adopt Resolution

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

Staff: Michael Van Lonkhuysen

Recommended Action: Council Determination

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:

18. Council Committee

19. City Council

20. Staff

ADJOURNMENT:

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

The meeting was called to order by Mayor Manalo at 7:00 P.M. by video conference call pursuant to Governor Gavin Newsom's Executive Order N-29-20.

ROLL CALL: Councilmembers Present:

Juslyn C. Manalo, Mayor
Rod Daus-Magbual, Vice Mayor
Raymond A. Buenaventura
Pamela DiGiovanni
Glenn R. Sylvester

Staff Present:

Shawwna Maltbie, City Manager
Kelly Schott, Assistant City Attorney
Gail Intendencia, Assistant City Clerk

Staff Absent:

Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming June 2021 as Immigrant Heritage Month

(Presented by Stephen Stolte, Assistant City Manager)

APPROVAL OF MINUTES:

Regular Meeting of June 28, 2021

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to approve the minutes of the Regular Meeting of June 28, 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 items # 2, 6, and 10, which were taken off consent for further discussion.

Note on Public Comments: For this meeting, members of the public were encouraged to watch the meeting via livestream at <https://bit.ly/dalycityjul12> 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.

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Resolutions:

Notice of Completion for the Daly City Traffic Signal Management System

Resolution 21-94, Accepting Completion of Certain Project in the Department of Public Works (Daly City Traffic Signal Management System)

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

Director of Public Works Richard Chiu addressed questions regarding the ADA access/blue zone at the subject location and the current needs, if any, for a blue zone in that area.

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

Resolution 21-95, Establishing Traffic Regulations

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

Resolution 21-96, Authorizing an Agreement with all City Management Services for Crossing Guard Services at Jefferson School District School Sites for School Year 2021/22

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

Resolution 21-97, Authorizing Execution of Cost Sharing Agreement with Jefferson Elementary School District to Provide Crossing Guard Services

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

Resolution 21-98, Accepting Completion of Certain Project in the Department of Public Works (Southgate Avenue/Callan Boulevard Traffic Signal Installation Project)

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

Library Services Manager Chela Anderson provided information on the \$2000 grant fund received from the California State Library's Lunch at the Library Program. The funds will be used to support summer youth programs at partner meal sites and summer camps.

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

Resolution 21-99, Accepting and Appropriating Grant Funds from the California State Library's Lunch at the Library Program

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Authorizing the City Manager to Execute an Agreement with the Jefferson Elementary School District

Resolution 21-100, Authorizing Execution of Agreement with Jefferson Elementary School District for the Afterschool Youth Recreation Program at Daniel Webster and Marjorie H. Tobias Elementary Schools

Authorizing the City Manager to Execute an Agreement with the South San Francisco Unified School District

Resolution 21-101, Authorizing Execution of Agreement with South San Francisco Unified School District for the Afterschool Youth Recreation Program at Junipero Serra Elementary School

Dedicate Park Bench at Gellert Park

Councilmember DiGiovanni recused herself from the item and left the meeting at 7:14 P.M.

The Council thanked San Mateo County Supervisor David Canepa for his contributions and service to the Daly City community both during his time as a Daly City Councilmember and currently as a San Mateo County Supervisor. The Gellert park bench dedication is to show deep appreciation for Supervisor Canepa's support, leadership and partnership with Daly City.

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

Resolution 21-102, Authorizing Dedication of Park Bench at Gellert Park to Honor San Mateo County Supervisor David J. Canepa

Councilmember DiGiovanni returned to the meeting at 7:19 P.M.

END OF CONSENT AGENDA

PUBLIC HEARINGS:

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

Director of Economic and Community Development Tatum Mothershead introduced James Hamill, Managing Director from the California Statewide Communities Development Authority (CSCDA), to present the SCIP modifications allowing financing of fees and facilities. Mr. Hamill provided information on the program update to add the Local Obligation Structure component which allows the financing of different types of fees and a broader range of fees for developments, providing more flexibility to the City.

Mayor Manalo opened the public hearing. There were no speakers on this matter.

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

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

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Resolution 21-103, 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

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Teresa Shipp, resident, voiced concern with the noise and dangers of illegal fireworks ongoing in the City, and requested Council's leadership on the matter. Ms. Shipp suggested a program to educate the public on the hazards of illegal fireworks and explosives. Councilmember Buenaventura made an inquiry on whether the City can somehow regulate and or monitor illegal fireworks.

Leanne Young, resident, requested the City to consider the needs of the northern Daly City area, complained about illegal fireworks, and voiced concern with the high amount of development currently being done in the City. Ms. Young made an inquiry as to how members of the public can be more involved in that process.

REPORTS:

Mayor Manalo announced the upcoming special Council study session, Town Hall: American Rescue Plan of 2021, to discuss Daly City's local recovery plan. The town hall will take place on Monday, July 26th from 6 – 7 P.M. through a virtual meeting. The American Rescue Plan provides pandemic relief funding to agencies for the following uses: 1) general fund revenue losses due to the pandemic 2) water, sewer, or broadband infrastructure 3) assistance to household small businesses and nonprofits and 4) education and youth services. The Council will review community priorities and welcome feedback at the town hall. Mayor Manalo thanked the youth who attended tonight's meeting to learn more about their government, governance and public service.

Council Committee Meetings May 24 - July 12, 2021

Peninsula Clean Energy (Daus-Magbual)
C/CAG (DiGiovanni)
Social Justice (Manalo/Buenaventura)
Bay Area Water Supply & Conservation Agency (Manalo)
North County Fire Authority (Manalo/Sylvester)
Jefferson Union High School District (Manalo/Sylvester)

City Council

Mayor Manalo invited the public to Gellert Park's ribbon cutting to celebrate its grand re-opening and renovations at 10:30 A.M. on Saturday, thanking the San Mateo County and Supervisor Canepa's Office for its provision of Measure K funds and through the City's CIP funding. The public will be treated with a free lunch, provided with entertainment from DJ Shortcut, and an opportunity to receive a COVID-19 vaccine on site. The Mayor acknowledged the Public Works staff and Director Chiu for their efforts with the park renovation. Mayor Manalo thanked the City Manager and staff, Daly City

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firefighters and community members for supporting and celebrating the restoration of Fire Engine 95 in person. The celebration can be viewed on the City's Facebook and YouTube page. Mayor Manalo addressed the feedback from the community regarding illegal fireworks, suggesting potentially creating a task force on the matter.

Vice Mayor Daus-Magbual congratulated the Westlake Performing Arts Junior Group performance for capturing the National Critical Choice Award at the annual National New York City Dance Alliance Competition which took place in Phoenix. Vice Mayor Daus-Magbual also acknowledged the Westlake Performance Arts on their 30th anniversary which was celebrated at Tanforan Center on July 11th with a documentary and video performances.

Councilmember DiGiovanni reported on the celebration to restore Engine 95 with the Fire Department and City staff, and thanked voters for passing Measure Q which provided for restoration. Councilmember DiGiovanni and Councilmember Sylvester made inquiries and requested information from the staff and the Social Justice subcommittee on various details on the Restorative Justice Pilot Program including liability, committee survey, compensation structures and board selection process.

Councilmember Sylvester also made inquiries about protocols within the Building and Planning divisions regarding codes on the type of pipes which may be utilized, ADU heights and limits regulations, and the permitting process as to what is allowed prior to the issuance of a permit. Councilmember Sylvester requested the City consider how residents, kids, and animals are affected by illegal fireworks; he made the following suggestions: to educate its constituents of their unlawfulness, to pose stiffer fines and to look at the possibility of using drones to capture offenders.

ADJOURNMENT:

At 8:38 PM, Mayor Manalo adjourned the meeting in memory of Silvia David, Luis C. Lozano, Eulalia Gange, and Crystal Gossen.

Approved as submitted, this 26th
day of July, 2021.

City Clerk

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Adoption of Resolution Observing Juneteenth National Independence Day as a City Holiday for the City of Daly City

Recommended Action

Staff recommends that the City Council adopt a Resolution observing Juneteenth National Independence Day as a City Holiday for the City of Daly City.

Background/Discussion

On June 17, 2021, President Biden signed the Juneteenth National Independence Day Act (S. 475) into law, recognizing the historical significance of the Juneteenth National Independence Day to the United States and that (1) history should be regarded as a means for understanding the past and solving the challenges of the future; and (2) the celebration of the end of slavery is an important and enriching part of the history and heritage of the United States. The Act amends section 6103(a) of title 5, United States Code, to include "Juneteenth National Independence Day, June 19," in the list of official holidays.

The observation of Juneteenth honors the history, perseverance and achievements of African Americans, and celebrates America's progress and commitment to realizing the principles of liberty and equality upon which our nation was founded. Juneteenth is regarding a day of American liberation; it is fitting to commemorate an important day in history in the City of Daly City.

Given the limited time to observe the Federal Holiday, the City is proposing to recognize Juneteenth National Independence Day as a paid City Holiday for 2021 by adding 7.5 hours/8 hours (depending on classification) of vacation to all full-time employee banks, effective the date of the City Council approval. Full-time City employees' accrual banks will be credited the additional vacation hours as soon as administratively feasible. The City has met and conferred in good faith with all bargaining units and as a result have agreed to recognize Juneteenth as a City Holiday for 2021 and observe June 19 as a City Holiday for the City of Daly City.

Fiscal Impact

Staff has identified that the additional holiday will result in an estimated overtime cost of \$14,145.23 for Miscellaneous employees that was not budgeted for in FY 21/22; however, this cost can be absorbed in the FY 21/22 budget.

Summary/Conclusion

Staff recommends that the City Council adopt a resolution acknowledging a Juneteenth National Independence Day a City Holiday for the City of Daly City.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

City Council Agenda Report

Subject: Adoption of Resolution Observing Juneteenth National Independence Day as a City Holiday for the City of Daly City

Meeting Date: July 26, 2021

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City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Re-Appointment of Daly City Bicycle-Pedestrian Advisory Committee Members

Recommended Action

Staff recommends that the City Council approve the re-appointment of Clayton Koo, Melinda Hue and Wieser Manzano to a two-year term on the Daly City Bicycle-Pedestrian Advisory Committee (DC-BPAC) expiring on June 30, 2023.

Background

The Daly City Bicycle/Pedestrian Advisory Committee meets quarterly to review proposed pedestrian/bikeway improvement projects, project funding applications and to provide input on existing roadway/bikeway conditions affecting pedestrian and cycling activities in Daly City. Meetings are typically held quarterly the first Wednesday of January, April, July and October at City Hall. Since April 2020, the Committee has held virtual meetings. The members are appointed for a renewable two-year term. Existing and past members included bicycle and walking enthusiasts, students, workers and commuters. Volunteers must live or work in Daly City to serve on the DC-BPAC. The Bicycle/Pedestrian Advisory Committee is supported by Public Works Engineering Division personnel who prepare meeting agendas and reports for the committee's consideration.

The DC-BPAC bylaws approved in December of 2002 established a seven member committee with the terms for the first half of the members expiring on an even number year and the terms for the remaining half of the members expiring on an odd number year.

Discussion

The Committee consists of up to seven (7) voting members approved by the City Council. Current members include:

Member	Term Expiration
Clayton Koo	June 30, 2021
Melinda Hue	June 30, 2021
Weiser Manzano	June 30, 2021
Rachel Goodman	June 30, 2022
Henry Martinez	June 30, 2022
Natasha Opfell	June 30, 2022
Alan Uy	June 30, 2022

Staff recommends the re-appointment of Clayton Koo, Melinda Hue and Weiser Manzao to a two-year term expiring on June 30, 2023. If the re-appointments are approved, there would not be any vacancies on the committee.

Clayton Koo is a life-long resident of Daly City (31 years). He has taken courses in City and Regional Planning, including transportation and urban planning. Mr. Koo has served on other pedestrian, bicycle and transportation advisory committees and helped led a pedestrian safety workshop. He has served on the DC-BPAC since 2013.

Melinda Hue works for the SFMTA as an urban planner and is interested in making Daly City more accessible for pedestrians. She grew up in Daly City and was able to get around without a car. She hopes her son will be able to experience the same when he grows up. She has lived in Daly City for approximately 12 years and was initially appointed to the DC-BPAC in January 2019.

Weiser Manzao is a life-long resident of Daly City (33 years). He has a Bachelor's degree in Urban Studies and Planning. Mr. Manzao currently works as the Lead Coordinator for Transportation at Salesforce. He would like to help create sustainable transportation options in Daly City. He has served on the DC-BPAC since 2017.

Fiscal Impact

There is no specific fiscal impact associated with the recommended action. The only fiscal impact of the Daly City Bicycle/Pedestrian Advisory Committee is the Public Works support staff salary cost and minimal document reproduction costs. Funding is available for staff's time in the Public Works - Engineering Division operating budget 01-312-311-4241 for the Fiscal Year 2021-22.

Summary/Conclusion

Recommend the City Council approve the re-appointment of Clayton Koo, Melinda Hue and Weiser Manzano to a two-year term on the DC-BPAC expiring on June 30, 2023.

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



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: **Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG)
Program Grant Funds for Drug Detection Canine**

Recommended Action

Staff recommends Council accept award funds from the Federal 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program totaling \$18,511.00. Funds will be used to purchase a canine to be certified in drug detection.

Background

On June 8, 2021, the funding information was made available to the City of Daly City and the application was due on July 26, 2021. The Police Department applied for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to purchase a drug detection canine to provide an additional resource to combat the rise in drug trafficking and associated violence, as well as to use as a drug prevention and community outreach tool. One of the conditions of this application for the JAG grant funds is for the applicant to ask the governing body to review the police department's request to apply for grant funding.

Discussion

This grant provides a total award of \$18,511.00. The focus of the grant funds will be the purchase of a canine to be trained as a drug detection canine. This grant will be administered by the Police Department.

Fiscal Impact

Proposed funding runs from October 1, 2021 through September 30, 2023, or until the award has been exhausted.

Summary/Conclusion

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

Respectfully submitted,

Diane McCarthy
Police Management Analyst

John Gamez
Acting Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Accepting and Appropriating a \$3,500 grant from the Daly City Public Library Associates

Recommended Action

It is recommended the City Council accept a grant of \$3,500 from the Daly City Public Library Associates and appropriate this amount for youth summer programs.

Background/Discussion

The Daly City Public Library Associates (DCPLA) has provided a grant to the Library to support the Library's Summer Learning Challenge. This contribution is attributed to a grant from the Danford Fisher Hannig Foundation.

Fiscal Impact

The \$3,500 grant revenue from the Daly City Public Library Associates 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 26, 2021

Subject: Extending suspension of overdue fines for library materials

Recommended Action

It is recommended the City Council authorize the Library to extend the forgiveness of overdue fines on library materials. Fees related to lost or damaged materials will remain unchanged.

Background/Discussion

At the start of the pandemic, the Library took emergency action to suspend overdue fines in concert with the other members of the Peninsula Library System. As our community begins recovery from the pandemic and associated economic disruption, the Library strives to support the school readiness, life-long learning, and information needs of our residents. Library accounts blocked by outstanding fines provide an unfortunate and unnecessary barrier to services, especially for lower-income residents who need libraries the most. In extending overdue fine forgiveness, the library will ensure that access to materials and services is available without barriers during this critical time.

Pending recommended actions from the Library's Cultivating Racial Equity and Inclusion working group and recommendations from the Library Board of Trustees, the Library will explore permanent elimination of late fines for Council consideration later this year.

Fiscal Impact

There has been a downward trend in the amount of fines collected at the library. Staff anticipate that the total revenue reduction will be less than \$5,000.

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 Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Approval of the Subdivision Improvement Agreement between the City of Daly City and TNZ Development LLC, Green World Development LLC, and NKS Development LLC, and Approval of the Final Map SUB 8-13-7731, 55 Calgary Street 7-Lot Subdivision

Recommended Action

It is recommended that the City Council adopt a resolution to:

1. Approve the 55 Calgary Street Subdivision Improvement Agreement (SIA) between the City of Daly City and TNZ Development LLC, Green World Development LLC, and NKS Development LLC, hereinafter called the Subdivider; and
2. Approve the Final Map - SUB 8-13-7731, 55 Calgary Street 7-Lot Subdivision

Background

The 55 Calgary Street 7-Lot Subdivision consists of a new development of seven single-family homes on an existing 12,251 square foot parcel. Each lot would be 25 feet wide and 70 feet long, for a lot size of 1,750 square feet.

In 2005, the owners of a larger 1.45-acre site (which included the closed El Rancho Market at 2665 Geneva Avenue) rezoned the site to Planned Development PD-58A, allowing a mixed-use condominium building on a 1.05-acre parcel, two homes on two 2,625 square foot lots fronting Rio Verde Street, and six homes on an unsubdivided 0.28-acre parcel (the subject parcel) fronting Calgary Street. At the time of the initial rezoning, the owners contemplated providing six homes with four-foot side yards on the 0.28-acre parcel, and this lot quantity and side yard requirement was therefore reflected in the Planned Development zoning. Since then, the owners decided that seven homes with no side yards was most appropriate as this would reflect the development pattern of the adjacent neighborhood.

At the regularly scheduled Planning Commission meeting on July 7, 2015, the Planning Commission recommended that the City Council approve the Zone Change ZC 10-13-8105, Major Subdivision SUB 8-13-7731, and affirm the Environmental Assessment of the previously adopted Mitigated Negative Declaration prepared for the project, together with its Mitigation Monitoring Program.

At the regularly scheduled City Council meeting on September 14, 2015, the City Council approved the Zone Change ZC 10-13-8105, Major Subdivision SUB 8-13-7731, adopted the Draft First Amended and Restated Development Agreement, and affirmed the environmental assessment subject to the project's Conditions of Approval. The City Council waived the park-in-lieu fees with the Restated Development Agreement (Ordinance 1399).

Discussion

The subdivision of real property and requirement to prepare a Tentative and Final Map are established and regulated by the Subdivision Map Act (California Government Code Section 66410 et. seq.) and Title 16, Subdivisions, of the Daly City Municipal Code. The City Council approved a time extension for the Tentative Map on December 11, 2017 and again on June 24, 2019. The Tentative Map for 55 Calgary is set to expire on September 14, 2021.

The Subdivider has requested approval of Final Map SUB 8-13-7731 prior to completion of the subdivision improvements associated with the project. To ensure that the improvements necessary to serve the subdivision are constructed, the California Subdivision Map Act requires the City to execute a bonded agreement with the Subdivider ensuring completion of the required subdivision improvements.

The attached SIA requires the Subdivider to complete all subdivision improvements including, but not limited to, streets, sidewalks, lighting, landscaping, utilities, and joint trench at the developer's sole expense. The SIA requires the posting of securities, sets a schedule for completion of all work, establishes a warranty period, requires Subdivider to indemnify and defend the City from all claims arising from the work, and contains remedies to be utilized in the event of a default in performance by the Subdivider.

Water service will be provided by Daly City and sanitary sewer service will be provided by Bayshore Sanitary District. The storm drain retention system for the development will be private and will discharge to Calgary Street.

The SIA was prepared in consideration of the approval of the Final Map and the developer's obligations under the Subdivision Map Act and the Municipal Code. The SIA and the Final Map have been reviewed and found to be in substantial conformance with the Tentative Map, the California Subdivision Map Act, and Title 16 of the Municipal Code. Adoption of the resolution will approve the execution of the Subdivision Improvement Agreement and recordation of the Final Map.

Fiscal Impact

The Subdivider is required to pay the following fee types as a part of the entitlement process for this subdivision.

- Building Permit fees
- Plan and Map check fees
- DWR fees
- AB-1600 fees

All fees have been paid or will be paid at the time of building permit and the City will be made whole under the SIA. Building Permits will not be issued until all applicable fees have been paid. All work will be paid for by the Subdivider.

Summary/Conclusion

The Subdivider or their surety will meet all obligations of the SIA. The SIA bonds and the Final Map have been reviewed by the City and meet all legal requirements and Conditions of Approval. Adoption of the resolution will authorize the execution of the SIA upon receipt and approval of all required fees, bonds and documents and will allow for the Final Map recordation.

It is recommended that the City Council adopt a resolution to:

1. Approve the 55 Calgary Street Subdivision Improvement Agreement (SIA) between the City of Daly City and TNZ Development LLC, Green World Development LLC, and NKS Development LLC,; and
2. Approve the Final Map - SUB 8-13-7731 - 55 Calgary Street 7-Lot Subdivision

Respectfully submitted,



Roland Yip, P.E.
Senior Civil Engineer



Richard Chiu, Jr., P.E.
Director of Public Works

Attachments: Attachment 1 – 55 Calgary Street 7-Lot Subdivision SIA
Attachment 2 – Final Map SUB 8-13-7731

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Daly City)
333 90th St)
Daly City, California 94015)
Attention: City Clerk)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

CITY OF DALY CITY
SUBDIVISION IMPROVEMENT AGREEMENT

NAME OF SUBDIVIDER: TNZ DEVELOPMENT LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY, GREEN WORLD DEVELOPMENT LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY, NKS DEVELOPMENT LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY
(hereinafter "Subdivider")

NAME OF SUBDIVISION: FINAL MAP - SUB 8-13-7731 - 55 CALGARY
STREET 7-LOT SUBDIVISION
(hereinafter "Project")

ADDRESS: 55 Calgary Street APN: 005-064-280

NUMBER OF LOTS: 7 PERMIT: SIMP-07-19-074221

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$327,744.25

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2021 ("Effective Date") by and between the City of Daly City, a municipal corporation of the State of California, hereinafter referred to as "City," and Subdivider.

RECITALS

A. Subdivider is the current fee owner of that certain real property consisting of approximately 0.28 acres located within the City of Daly City, County of San Mateo, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. Subdivider has presented to the City for approval and recordation, a final map ("Subdivision Map") of a proposed subdivision of the Property pursuant to the provisions of the *Subdivision Map Act* of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this agreement as the "Subdivision Laws."

C. On September 14th, 2015 the City Council of the City of Daly City adopted Resolution No. 15-172, and approved a tentative map for the Project ("Tentative Map"), subject to the Subdivision Law and to the requirements and conditions of approval of the Tentative Map for the Project ("Conditions"), and the herein defined City Standards consisting of the City's General Conditions, Standard Specifications and Drawings (current edition), as well as the *City of Daly City Department of Public Works, Department of Water and Waste Water Resources, and the Fire Department General Conditions of Approval: Subdivisions*, (collectively, "City Standards"), all of which are on file in the office of the City Clerk and is incorporated into this agreement by reference. The City Council approved a time extension for the tentative map on December 11, 2017 and again on June 24, 2019, adopted by Resolution No. 17-192 and No. 19-91.

D. The Subdivision Laws establish as a condition precedent to the approval of the Subdivision Map that Subdivider must have complied with the conditions of approval of the Tentative Map and must have either (1) completed, in compliance with City Standards and the Conditions, and all land development work required by the Subdivision Laws, or (2) have entered into a secured agreement with the City to complete the required improvements and land development work within a period of time specified by the City.

E. In consideration of approval of the Subdivision Map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the subdivision improvement work required by City in connection with the Project. Subdivider has secured this agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

F. Subdivider has prepared complete plans, specifications and drawings ("Improvement Plans") for the construction, installation and completion of the improvements which, in addition to other improvements, provide for certain on-site and off-site subdivision improvements consisting of but not limited to: streets, street lights, storm drain systems, domestic water systems, sanitary sewer systems, and landscaping for the Project (collectively, "Improvements"). The Improvement Plans are on file in the City's Department of Public Works and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City and in conformance with City Standards and the Conditions.

G. An estimate of the cost of construction of the Improvements and land development work in connection with the Improvements according to the Improvement

Plans is stated on Page 1 of this Agreement ("Estimated Total Cost of Improvements") and detailed in Exhibit B, attached hereto and incorporated herein by reference.

H. Subdivider recognizes that by approval of the Subdivision Map, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Project. As a result, City will be damaged to the extent of the cost of installation of the Improvements by Subdivider's failure to perform its obligations to commence and complete construction of the Improvements within the timeframe(s) established in this Agreement. The City shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of approvals of the Subdivision Map constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of City.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Subdivision Map of the Project, Subdivider and City agree as follows:

1. Subdivider's Obligation to Construct Improvements.

Subdivider shall:

a. Comply with all the requirements and Conditions and any amendments thereto, and with the provisions of the Subdivision Laws as well as City Standards.

b. Complete, at Subdivider's own expense, all the subdivision improvement work required by Conditions and any amendments thereto, and with the provisions of the City Standards, and in conformance with approved Improvement Plans within one (1) year following the Effective Date of this Agreement; provided however, that the Improvements shall not be deemed to be completed until final acceptance by the City Council. Such Improvements shall be completed to the satisfaction of the City Engineer and shall include but not be limited to:

(i) Site grading, erosion and sediment controls, retaining walls required to complete site grading and drainage improvements;

(ii) Curb, gutter, sidewalk, driveways, street pavement, pavement markings, traffic control signs and street lighting improvements;

(iii) Sanitary sewer, water, and storm drain improvements, including installation of service laterals, stormwater treatment measures, cleanouts and water meters required to serve each lot, catch basins, fire hydrants and pressure reducers;

(iv) Underground electric, gas, telephone and communications service laterals and main improvements to serve each lot as required by the associated public utilities;

(v) Street trees, landscaping and irrigation systems;

(vi) Off-Site Utility Undergrounding: Pursuant to the Conditions, the Subdivider shall comply with all components of the City Standards requiring the undergrounding of overhead utilities;

(vii) Survey monuments and lot corner markers;

(viii) all other work, improvements, or construction required by or specified in the abovementioned plans and specifications, conditions of permits and all construction, appurtenances and improvements necessary as determined by the City Engineer to complete the aforementioned improvements, both within and outside of the Property;

(ix) and Subdivider shall also perform all other work as set forth in the Conditions, as relating to the Subdivision, which are summarized in the Daly City City Clerk's letters to Subdivider dated October 30th, 2015 and any aforementioned resolutions or ordinances, each of which are incorporated herein by reference as if set out forth in full.

c. Furnish the necessary materials for the completion of the Improvements in conformity with the Improvement Plans, or with any changes required or ordered by the City Engineer, which in his or her opinion are necessary or required to complete the work.

d. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the costs of acquisition incurred by City. All rights-of-way, easements, and other interests in real property shall be free and clear of liens and encumbrances. The Subdivider's obligation with regard to acquisition by City of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

e. Install all subdivision public improvement monuments required by law. Individual property monuments shall be installed prior to final acceptance by the City. All work is to be done at the places, with the materials, in the manner, and at the grades as shown upon the plans and specifications for this Subdivision and its grading plan(s), heretofore approved by the City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

f. Install street name signs conforming to City standards. Permanent street name signs shall be installed.

g. Subdivider shall implement all necessary measures to protect and preserve public safety, convenience, peace and welfare, and to minimize adverse impact on the surroundings. The Subdivider shall conduct operations in such a manner as to avoid

damage to adjacent property. The Project site shall be kept neat and clean at all times and shall be secured at the end of each work day. All work debris on the public streets and adjoining properties shall be cleaned at the end of each workday.

h. All costs and obligations associated with the work required by this Agreement are the costs and obligations of the Subdivider. The City shall assume no costs whatsoever, except if specifically agreed to in the Conditions. City shall retain the right to perform any work as may be necessary due to Subdivider's failure to complete the same in a timely manner. In the event of failure of the Subdivider to perform all obligations to the satisfaction of the City, the City, after ten (10) calendar days written notice to the Subdivider, may complete the required work and may charge the Subdivider for all costs incurred.

2. Property Subject to Agreement. The Property shall be subject to this Agreement.

3. Time for Commencement of Work; Time Extensions; Performance. Subdivider shall commence substantial construction of the Improvements required by this agreement not later than three (3) months after the Effective Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for an additional period or periods. Any extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of God, by storm or inclement weather, strikes, boycotts or similar actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require Subdivider to furnish new security or securities guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer.

a. At least fifteen (15) calendar days prior to the commencement of work pursuant to this Agreement, Subdivider shall provide a written work schedule to the City Engineer so that the City Engineer may be able to provide services for inspection.

b. Subdivider recognizes that by approval of the Subdivision Map, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property. As a result, City will be damaged to the extent of the need for installation of the Improvements by Subdivider's failure to perform its obligations under this Agreement, including, but not limited to, Subdivider's obligation to commence construction of the Improvements by the time established in this Agreement and Subdivider's obligation to complete construction of the Improvements by the time established in this Agreement.

4. Acquisition and Dedication of Easements or Rights-of-Way. Subdivider shall acquire and dedicate, or pay all costs of including but not limited to the legal fees, court fees, appraisal fees and all costs associated with the acquisition of fee title interest in land, rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City, if necessary. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Project.

Nothing in this Section shall be construed as authorizing or granting and extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient securities as required by the Subdivision Laws on forms approved by City for the purposes and in the amounts as follows:

a. Performance Security. To assure faithful performance of this Agreement in regard to the subject improvements in an amount of 100% of the Estimated Total Cost of Improvements; and

b. Payment Security. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 100% of the Estimated Total Cost of Improvements; and

c. Warranty Security. To guarantee and warranty the work done pursuant to this Agreement for a period of one (1) year following final acceptance by the City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the Estimated Total Cost of Improvements; and

d. Subdivider shall also furnish to City good and sufficient security in the amount of 100% of the estimated cost of providing "as-built" drawings consistent with the Conditions in a form acceptable to the City Engineer. These drawings shall be certified as being "as-built" and shall reflect the Improvements as actually constructed, with any and all changes incorporated therein. Said drawings shall be signed and sealed as accurate by the engineer of record.

e. Form of Security: The City may accept performance, payment and warranty securities in the form of the bonds or other alternate forms as per Section 66499 et. seq. of the Subdivision Map Act (Government Code) including the following:

(i) A Set Aside Letter of Credit from a construction lender in the minimum amount of 200% of the Estimated Total Cost of Improvements. The Set Aside Letter of Credit must require the lender to obtain written permission from the City prior to disbursement of any funds;

(ii) One or more Certificate of Deposit(s) in the minimum amount of 200% of the Estimated Total Cost of Improvements. The value of each individual Certificate of Deposit provided, including any earned interest, shall remain within FDIC insurance coverage limits and shall be fully insured by the FDIC;

(iii) A cash deposit, rather than a Set Aside Letter, or submit said Certificate of Deposit(s), in the minimum amount of 200% of the Estimated Total Cost of Improvements;

(iv) The Set Aside Letter of Credit and/or Certificate of Deposit(s), if permitted, shall be in a form approved by the City Attorney;

(v) The Subdivider may substitute a combination of the above securities, or alternate securities at any time with the City's prior written approval in the City's sole discretion;

(vi) Any changes, alterations, or additions to the Improvement Plans or to the Improvements, not exceeding 10% of the Estimated Total Cost of Improvements, which are mutually agreed upon by City and Subdivider, shall not relieve the securities given for faithful performance, payment and warranty of this agreement. In the event such changes, alterations, or additions exceed 10% of the Estimated Total Cost of Improvements, Subdivider shall provide, as required by the City Engineer, additional securities as required by this Agreement for 100% of the estimated total cost of improvements as changed, altered, or amended;

(vii) The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall:

- (a) Comply with all the requirements for security in this Agreement;
- (b) Be provided to the City Engineer to be filed with the City Clerk; and upon filing,
- (c) Be deemed to have been made a part of and incorporated into this Agreement.

Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

a. Approval of this Agreement by the City does not release the Subdivider of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his discretion,

the Improvement Plans are deemed inadequate in any respect, the Subdivider agrees to make such modifications, changes or revisions as necessary in order to complete the Improvements in a good and workmanlike manner in accordance with accepted design and construction standards and consistent with the Conditions and Improvement Plans.

b. The Subdivider shall construct the improvements in accordance with City Standards in effect at the time of approval of the Improvement Plans. City reserves the right to modify the standards applicable to the Project and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Project by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Subdivider shall request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall recommend final acceptance of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been completed in accordance with the Improvement Plans. When applicable law requires an inspection to be made by the City at a particular stage of the work of constructing and installing such improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until a satisfactory inspection has been made. Subdivider shall bear all costs of inspection and certification. No improvements shall be deemed completed until final acceptance by the City Council pursuant to Section 17 herein.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of this Agreement in regard to the subject improvements shall be released upon (1) the final acceptance thereof by the City; and (2) Subdivider's delivery of the warranty security described in Section 5.c; subject to the provisions of subsection (b) hereof.

b. The City Engineer may release a portion of the security given for faithful performance of this Agreement in regard to the subject improvements as the improvement progresses upon application thereof by the Subdivider, provided, however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance and that the security shall not be reduced to an amount less than 50% of the total security given for faithful performance until final completion of the subdivision improvements and final acceptance by the City. In no event shall the City Engineer authorize a release of the faithful performance security which would reduce the security to an amount below 125% of that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given to guarantee and warranty the work done pursuant to this Agreement shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 5.c, the warranty period shall not commence until final acceptance by the City.

e. The City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorney's fees.

9. Injury to Public Improvements, Public or Private Property, or Public Utilities Facilities. Prior to final acceptance by the City, Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public improvements, public or private property, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private property and any public utility facilities damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, of the State of California, or any agency or political subdivision thereof, or by the City, a private individual or entity, or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Subdivider shall obtain the written acceptance of such repair or payment from any owner whose private or public property was repaired by the Subdivider or to whom the Subdivider has paid the full cost of such repair in accordance with this Section. The City shall be under no obligation whatsoever to accept the work completed under this Agreement until such time as all repairs have been completed or have been paid for and written acceptances have been provided to the City Engineer.

Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as the Improvements are fully completed and have received final acceptance by the City, Subdivider shall be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvement specified in this Agreement prior to the completion and final acceptance by the City of such work or

improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits and Utility Deposits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

Prior to the commencement of any work related to the Project, the Subdivider shall provide the City with written statements issued by each public utility corporation, telecommunications provider, or public service agency involved to the effect that the Subdivider has made all deposits legally required by such public utility corporation, telecommunications provider, or public service agency for the connection of any and all public utilities to be supplied by such corporation or agency for the Project.

11. Warranty; Repair or Reconstruction of Defective Work. Subdivider shall guarantee and warranty the work done pursuant to this Agreement for a period of one (1) year after final acceptance by the City against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement Plans, Subdivider shall without delay and without cost to the City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) calendar days after mailing written notice of default to Subdivider and to Subdivider's surety, and agrees to pay the actual costs of such work by City plus twenty (20) percent. Should the City determine that an urgency requires repairs or replacement to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty (20) percent.

Warranty shall be covered by a warranty security as specified in Section 5.c or, in the absence of such a security, by the performance security specified in Section 5.a.

12. Subdivider Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local government authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be

dedicated or migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

a. Any proceeding or investigation by any federal, state, or local government authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

b. Any claims made or threatened by any third party against City of the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

c. Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restriction on its ownership, occupancy, use of the purpose for which it is intended, transferability or suit under any environmental law.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this Agreement commit City to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance by the City of any improvement, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said improvement, and will take reasonable actions to protect the public from such dangerous condition.

16. Superintendence by Subdivider. Subdivider shall give personal superintendence to the work on the Project and Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for the Subdivider on issues of safety, construction, erosion control, violations as to haul routes, dust control, noise or other general matters of public safety and the environment.

17. Final Acceptance of Public Improvements. Final acceptance of the public improvements on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and final inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer recommends such acceptance. Such acceptance shall not constitute a waiver of defects by City.

18. Indemnity/Hold Harmless. Pursuant to Government Code Section 66474.9, and to no extent further than as permitted by such statute, Subdivider agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability, or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the City, its officials, boards commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of or arising out of, in whole or in part, the design or construction of the Improvements.

This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved Improvement Plans or Subdivision Map, regardless of any negligent action or inaction taken by the City in approving the Improvement Plans or Subdivision Map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the Improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. **Provisions of this paragraph shall remain in full force and effect for ten (10) years following the final acceptance by the City of the Improvements.** It is the intent of this Section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The provided securities shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

19. Personal Nature of Subdivider's Obligation. All of Subdivider's obligation under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Project

subject to this Agreement, and Subdivider shall not be entitled to assign its obligation under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of the City.

20. Sale or Disposition of Project. Seller or other Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the Subdivider of the obligations under Section 18 for the work or improvement done by Subdivider.

21. Time is of the Essence. Time is of the essence in the performance of this Agreement and each and every term and condition thereof.

22. No Vesting of Rights. Performance by Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

23. Subdivider's Insurance. Subdivider shall not commence work under this Agreement until Subdivider shall have obtained all insurance required under this Section and such insurance shall have been approved by the City Attorney's Office as to form, amount and carrier, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. The approved insurance coverage must be in full force until all work required by this Agreement is complete and approved by the City.

a. Worker's Compensation Insurance. Subdivider shall maintain, during the life of this Agreement, Worker's Compensation Insurance for all Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation Law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damages resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. General Liability, Property Damage & Automobile Insurance. Subdivider shall take out and maintain during the life of this Agreement such public liability and property damage insurance on an occurrence basis as shall insure City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees, including the negligent act or omission of the City and the Subdivider and any contractor or subcontractor performing work covered by this Agreement from claims

for damages for personal injury including death, as well as from claims for property damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations be by Subdivider or any contractor or subcontractor, or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- (1) General Liability Insurance. The amounts of Public Liability Insurance shall be not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate or \$3,000,000.00 combined single limit bodily injury and property damage for each occurrence.
- (2) Property Damage Insurance. In an amount not less than \$500,000.00 for damage to the property of each person on account of any one occurrence.
- (3) Automobile Insurance. Subdivider shall maintain Automobile Insurance pursuant to this Agreement in an amount of not less than \$1,000,000.00 for each occurrence combined single limit or not less than \$500,000.00 for any one person, and \$1,000,000.00 for any one (1) accident, and \$300,000.00 property damage.
- (4) "City of Daly City and its subsidiary agencies, and their officers, agents, employees and servants" shall be named as additional insured on any such policies of public liability and automobile liability insurance, except compensation insurance. Such endorsement shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

c. Contractual Liability Insurance. Subdivider shall take out and maintain during the life of this Agreement an insurance policy in the amount of at least \$1,000,000.00 insuring City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees covering Subdivider and any other contractor or subcontractor performing work covered by this Agreement against damages sustained by reason of any action or actions, and/or any claims or demands by reason of any breach or alleged breach of any contract, or provision thereof, or by reason of any contractual liability or alleged contractual liability on any contract, entered into by Subdivider and/or any of Subdivider's contractors, subcontractors, agents and/or employees.

d. Cross Liability. In the event that any of the aforesaid insurance policies provided for in this paragraph insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its subsidiary agencies and their elective and appointive boards, commissions, officers, agents and employees; Subdivider and any contractor or subcontractor performing work covered by this Agreement.

e. Evidence of Insurance. Subdivider shall furnish City concurrently with the execution hereof, with satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days' prior written notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement.

24. Title to Improvements. Except as otherwise detailed herein or on the Improvement Plans or the Subdivision Map, title to, and ownership of, water mains and their appurtenant fittings and structures, including the service laterals from the mains up to and including the water meters, drainage pipes and structures serving the public streets and easements, sewer mains and structures, public street lights and other improvements constructed by Subdivider within public rights-of-way and easements but excluding the common area improvements to be maintained by the property owners association per their covenant, conditions and restrictions, shall vest absolutely in City, upon completion and final acceptance of such improvements by the City. The City may at its option, accept said improvements for beneficial public use and maintenance upon their completion and before the Subdivider completes all required Improvements.

25. Cost of Engineering and Inspection; Fees and Charges. Subdivider shall pay to City, pursuant to Title 16 of the Daly City Municipal Code, specifically Sections 16.20.020 and 16.20.030 thereof of the Code, all fees necessary for engineering, plan check and inspection. Other services furnished by City in connection with the Project not covered by the fees shall be paid by Subdivider. City shall furnish statements of all charges for such services performed by City, and Subdivider shall complete payment of such charges within ten (10) calendar days after receipt thereof. Additional fees and charges due in accordance with Daly City Municipal Code for all required permits, deposits, reviews, and securities are the responsibility of the Subdivider. An estimate of Fees, Charges and Deposits associated with the Improvement Plans and Subdivision Map are detailed in Exhibit C, attached hereto and incorporated herein by reference.

26. Default of Subdivider; Notice of Default.

a. Default of Subdivider shall include, but not limited to:

- (1) Subdivider's failure to timely commence construction of Improvements under this Agreement;
- (2) Subdivider assigns the Agreement without the prior written consent of City.

- (3) Subdivider's failure to timely complete construction of the Improvements;
- (4) Subdivider's failure to timely cure any defect in the Improvements;
- (5) Subdivider's failure to perform substantial construction work for a period of ten (10) calendar days after commencement of the work;
- (6) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 calendar days;
- (7) The commencement of a foreclosure action against the Project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (8) Subdivider's failure to perform any other obligation under this Agreement.

b. The City reserves to itself all remedies available to it at law or inequity for breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate the City's damages in the event of default of Subdivider. The right of the City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the costs of completing the Improvements. The sums provided by the securities may be used by City for the completion of the Improvements in accordance with the Improvement Plans and specifications contained herein.

c. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) calendar days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by the City.

d. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

e. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by the City of a notice of violation against all the lots in the Project, or to reversion to acreage of the Project or rescission of approvals of the Subdivision Map. The remedy provided by this Subsection c is addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

f. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

g. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

h. Notice of Default. The City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.

27. Breach of Agreement: Performance by Surety or City. In the event of any such Notice of Default (Section 26, above), Subdivider's surety shall have the duty to take over and complete the work and the Improvements herein specified; provided, however, that if the surety, within ten (10) calendar days after the serving upon it of such notice of its intention to take over the performance of the contract, and the surety does not commence performance thereof within ten (10) calendar days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

28. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Daly City
c/o City Engineer
City Hall
333 90th Street
Daly City, CA 94015

Notices required to be given to Subdivider shall be addressed as follows:

TNZ Development LLC
Attn: Tuyet Vu
42179 Vinha Way,
Fremont, CA 94539

Notices required to be given to the surety of Subdivider shall be addressed to the last known or provided address by the surety.

Any party or the surety may change such address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail.

29. Assignment by Subdivider. Subdivider may assign its obligations under this Agreement only with the prior written approval of the City. In connection with any such assignment, Subdivider and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

30. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto.

31. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of San Mateo County. Upon completion of performance and satisfaction by Subdivider of its obligations under this Agreement, including warranty obligations, the Subdivider may request that a written statement be recorded by City in the Official Records of San Mateo County terminating this Agreement and releasing all of the Property. The recorded written statement does not release the parties from obligations that survive termination of this Agreement, including indemnification.

32. Building Occupancy Permits. All required improvements, utilities, landscaping and other services shall be completed and accepted by the City before a request is made for a Building Occupancy Permit.

33. Conditions, Covenants and Restrictions (or Declaration of Covenants); Subdivision Map and Deeds and Easements.

Prior to the sale of any residential units, the Subdivider must have:

a. City and State approved Conditions, Covenants and Restrictions (or Declaration of Covenants);

b. A recorded parcel map or final map covering the units proposed for sale;

c. City approved form of deed(s) covering necessary cross-easements or other such title documents providing for on-site vehicle access and parking.

34. Compliance with Laws. Subdivider, its agents, employees, contracts, and subcontractors shall comply with all federal, state and local laws in the construction of the Improvements and land development work required by this Agreement.

35. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

36. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

37. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

38. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

39. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modification, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

40. Interpretation. This Agreement shall in interpreted in accordance with the laws of the State of California.

41. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of San Mateo, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the Effective Date hereinabove first written.

SUBDIVIDER:

(Proof of authorization for Subdivider's signatures required and must be attached)

TNZ DEVELOPMENT LLC,
A CALIFORNIA LIMITED
LIABILITY COMPANY

Signature: _____

Print: Tuyet Vu

Title: OWNER

[signature must be notarized]

GREEN WORLD DEVELOPMENT
LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY

Signature: _____

Print: Donald Kung

Title: Managen

Title: _____

[signature must be notarized]

NKS DEVELOPMENT LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY

Signature: _____

Print: Sanjeev Garg

Title: _____

[signature must be notarized]

PLEASE SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

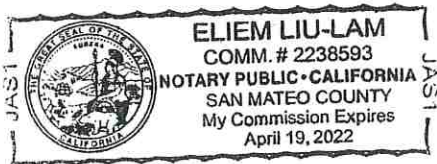
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN MATEO)
 On JUNE 28 2021 before me, ELIEM LIU-LAM, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared TUYET VU
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Eliem L. Lam
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

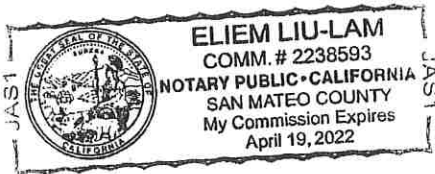
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN MATEO)
 On JUNE 28 2021 before me, ELIEM LIU-LAM, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared DONALD KUNG
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Eliem L. Lam
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of SAN MATEO)

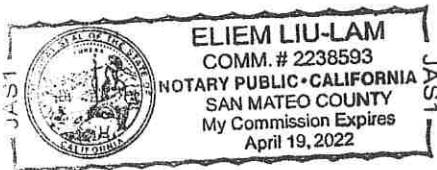
On JUNE 28/2021 before me, ELIEM LIU-LAM, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared SANJEEV GARG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Eliem L. Lam
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CITY OF DALY CITY:

Shawwna Maltbie
City Manager

[signature must be notarized]

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney

ATTEST:

K. Annette Hipona
City Clerk

NOTICE: The Conditions of Approval for the tentative map for this Subdivision include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), this Notice constitutes written notice of a statement of the amount of such fees, and description of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby notified that the 90-day approval period in which you may protest these fees, dedications, reservation, and other exactions, pursuant to Government Code Section 66020(a), begins on the date the City Council approves the Final Map. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of San Mateo, City of Daly City, State of California, and is described as follows:

Lot 4, as shown upon the Parcel Map filed for recorded December 6, 2004, in Book 75 of Maps, at Pages 90 and 91, San Mateo County Records.

APN: 005-064-280

EXHIBIT B
ESTIMATED TOTAL COST OF IMPROVEMENTS

***FINAL MAP - SUB 8-13-7731 - 55 CALGARY STREET 7-LOT
SUBDIVISION***

(Project)

TNZ DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
GREEN WORLD DEVELOPMENT, A CALIFORNIA LIMITED LIABILITY
COMPANY, NKS DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY
(Subdivider)

IMPROVEMENTS REQUIRED – COST

<u>Improvements</u>	<u>Estimated Costs</u>
1. Streets	\$ 18,154.00
2. Sidewalks (including driveway approaches)	\$ 79,045.00
3. Curb and gutters	\$ 8,460.00
4. Storm drainage facilities	\$ 5,250.00
5. Sanitary sewer facilities	\$ 31,120.00
7. Other facilities	
A. <u>Water Main & Fire Hydrant Facilities</u>	\$ 48,200.00
B. <u>Signing and Striping</u>	\$ 5,097.00
C. <u>Joint Trench & Street Lights</u>	\$ 66,870.00
8. Administration (15%)	\$ 26,219.30
9. Contingency allowance (20%)	\$ 39,328.95
ESTIMATED TOTAL COST OF IMPROVEMENTS	\$ 327,744.25

EXHIBIT C
ESTIMATE OF FEES, CHARGES AND DEPOSITS

***FINAL MAP - SUB 8-13-7731 -55 CALGARY STREET 7-LOT
SUBDIVISION***

(Project)

TNZ DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
GREEN WORLD DEVELOPMENT, A CALIFORNIA LIMITED LIABILITY
COMPANY, NKS DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY
(Subdivider)

FEES REQUIRED

1.	City's Plan Review charges (including map review)	\$ 29,772.67
2.	Subdivision Agreement	\$ 4,800.00
3.	Improvement Permit and Inspection charges	\$ 18,710.82
4.	Parkland Dedication In-Lieu Fees (Waived by Ordinance 1399)	\$ 0
Total		\$ 53,283.49

FEES COLLECTED WITH BUILDING PERMITS:

1.	Public Facility fees AB1600 (Estimated)	\$ 36,729.00
----	---	--------------

REFUNDABLE DEPOSITS:

- | | | |
|----|--|---------------|
| 1. | Cash/Bond deposit for emergency, and clean-up and other corrective work shall be maintained at an amount not less than | \$ 327,744.25 |
| 2. | Cash deposit for the photo-mylar reproducible of the Subdivision Map after it is filed with the County Recorder | \$ 300 |

SUBDIVIDER SHALL:

- A. Reimburse City for its engineering and administrative costs in connection with the Project such as map checking and plan review. These costs are to be paid prior to Council's consideration of this Agreement.
- B. Reimburse the City for its costs in providing Subdivision Improvement Inspection. The amount attributable to this subdivision is Three Hundred Twenty Seven Thousand Seven Hundred and Forty-Four and 25/100 Dollars (\$327,744.25) and shall be paid prior to Council's consideration of this agreement.
- C. Pay all development fees at the time of issuance of building permits.

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER.

OWNERS:

TNZ DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 06/28/2021
PRINT NAME: TUYET VU
TITLE: OWNER

GREEN WORLD DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 6/28/2021
PRINT NAME: DONALD KUNG
TITLE: MANAGER

NKS DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 6/28/2021
PRINT NAME: SANJEEV GARG
TITLE: Owner

OWNER'S ACKNOWLEDGEMENT

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.

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) S.S.

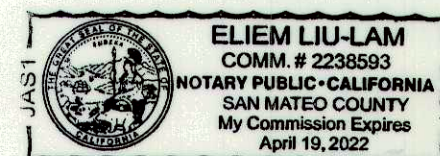
ON THIS 28 DAY OF JUNE 2021 BEFORE ME, ELIEM LIU-LAM
A NOTARY PUBLIC, PERSONALLY APPEARED TUYET VU

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]
NOTARY PUBLIC, STATE OF: CALIFORNIA
MY COMMISSION EXPIRES: APRIL 19, 2022
COMMISSION NUMBER: # 2238593



OWNER'S ACKNOWLEDGEMENT

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.

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) S.S.

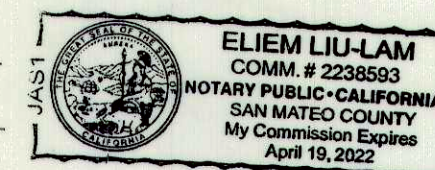
ON THIS 28 DAY OF JUNE 2021 BEFORE ME, ELIEM LIU-LAM
A NOTARY PUBLIC, PERSONALLY APPEARED DONALD KUNG

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]
NOTARY PUBLIC, STATE OF: CALIFORNIA
MY COMMISSION EXPIRES: APRIL 19, 2022
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OWNER'S ACKNOWLEDGEMENT

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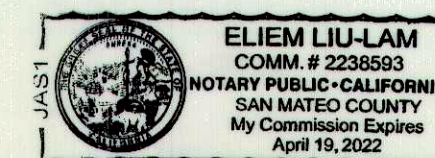
ON THIS 28 DAY OF JUNE 2021 BEFORE ME, ELIEM LIU-LAM
A NOTARY PUBLIC, PERSONALLY APPEARED SANJEEV GARG

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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SIGNATURE [Signature]
NOTARY PUBLIC, STATE OF: CALIFORNIA
MY COMMISSION EXPIRES: APRIL 19, 2022
COMMISSION NUMBER: # 2238593



VICINITY MAP
NOT TO SCALE

FINAL MAP SUB 8-13-7731

55 CALGARY STREET

7-LOT SUBDIVISION

A SUBDIVISION OF LOT 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE LANDS OF PASIAN AND BALDINI" FILED FOR RECORD ON DECEMBER 6, 2004, IN BOOK 75 OF PARCEL MAPS, PAGES 90 THRU 91, AT THE SAN MATEO COUNTY OFFICE OF RECORDS, AND CONSISTING OF 12,251 S.F.

DALY CITY, SAN MATEO COUNTY

STATE OF CALIFORNIA
JUNE 2021

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES
FOX PLAZA, 1390 Market Street, Suite 201 San Francisco, CA 94102
Tel: (415) 553-4092 Fax: (415) 553-4071 Email: info@transamericanengineers.com
Website: www.transamericanengineers.com

JOB NO: 6954

SHEET 1 OF 3
ADDRESS: 55 CALGARY STREET

CITY CLERK'S STATEMENT

I, K. ANNETTE HIPONA, CITY CLERK OF THE CITY OF DALY CITY, SAN MATEO COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF SAID CITY OF DALY CITY BY RESOLUTION ADOPTED AT ITS REGULAR MEETING HELD ON THIS _____ DAY OF _____, 20____, DID DULY APPROVE SAID FINAL MAP ENTITLED "FINAL MAP, SUB 8-13-7731".

BY: _____ DATE: _____

K. ANNETTE HIPONA
CITY CLERK OF THE CITY OF DALY CITY

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP ENTITLED "FINAL MAP, SUB 8-13-7731"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE APPROVED TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: _____ DATE: _____

KEVIN FEHR R.C.E. 78518
CITY ENGINEER, CITY OF DALY CITY



GEOTECHNICAL SOILS REPORT

GEOTECHNICAL INVESTIGATION
PROPOSED SEVEN THREE-STORY TOWNHOUSES
55 CALGARY STREET, DALY CITY, CALIFORNIA
PROJECT NO. 5401 DATED AUGUST 5, 2019
PREPARED BY WAYNE TING & ASSOCIATES, INC.

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "FINAL MAP, SUB 8-13-7731" AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: _____ DATE: _____

ANNE - SOPHIE TRUONG, P.L.S. 8998
CITY SURVEYOR, CITY OF DALY CITY



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TUYET VU ON MAY 24, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 31, 2021, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: B. A. Pierce

BARRY A. PIERCE L.S. 6975

6-22-21

DATE



COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ M.
IN BOOK _____ OF _____, AT PAGES _____
AT THE REQUEST OF BARRY PIERCE

FEE: \$ _____

FILE NO.: _____

MARK CHURCH
COUNTY RECORDER IN AND FOR THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BY: DEPUTY COUNTY RECORDER

**FINAL MAP
SUB 8-13-7731**

55 CALGARY STREET

7-LOT SUBDIVISION

A SUBDIVISION OF LOT 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE LANDS OF PASIAN AND BALDINI" FILED FOR RECORD ON DECEMBER 6, 2004, IN BOOK 75 OF PARCEL MAPS, PAGES 90 THRU 91, AT THE SAN MATEO COUNTY OFFICE OF RECORDS, AND CONSISTING OF 12,251 S.F.

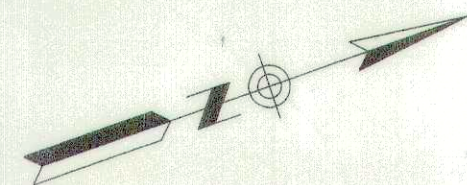
DALY CITY, SAN MATEO COUNTY

STATE OF CALIFORNIA
JUNE 2021

BARRY A. PIERCE
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JOB NO: 6954

SHEET 2 OF 3
ADDRESS: 55 CALGARY STREET



LEGEND

	DISTINCTIVE BORDER
	ADJACENT PARCEL LINES
	RIGHT OF WAY LINE
	MONUMENT LINE
	EASEMENT LINE
	COUNTY LINE
	DIMENSION LINE
	OLD TRACT LINE
	SUBJECT PROPERTY
	FOUND MONUMENT
	FOUND NAIL & TAG
	SET NAIL & 3/4" DIAMETER
	BRASS TAG LS 6975

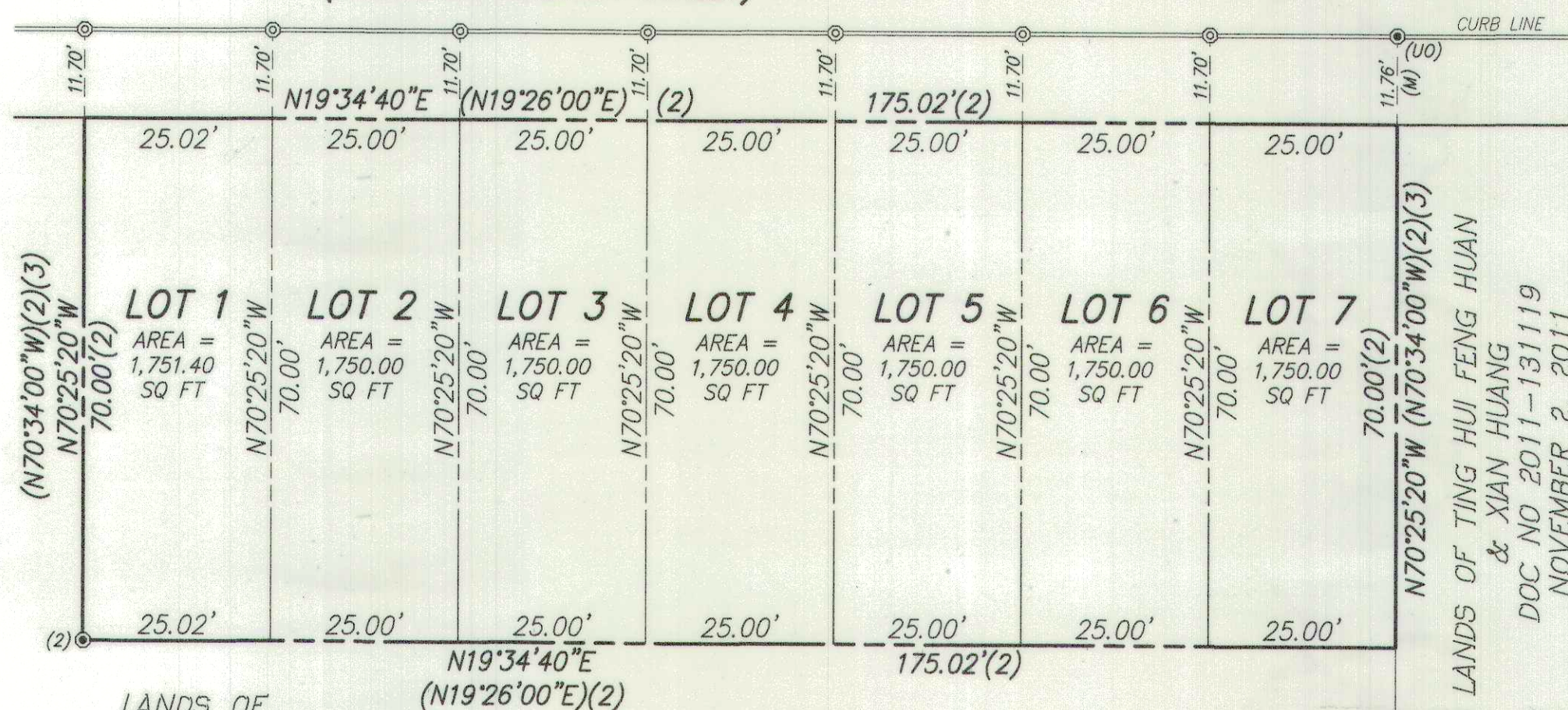
REFERENCES

- (1) "MAP OF BLAINE, DEERING AND SAMUELS TRACT, CITY AND COUNTY OF SAN FRANCISCO" DATED OCTOBER 14, 1926, ON FILE AS T-8-35 IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR OF SAN FRANCISCO
- (2) 75 PM 90, MAP FILED DECEMBER 6, 2004 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER
- (3) 7 RSM 15, MAP FILED APRIL 10, 1910 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER
- (4) 74 PM 8, MAP FILED NOVEMBER 19, 2001 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER

ABBREVIATIONS

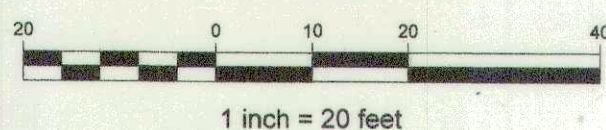
DOC	DOCUMENT
LS	LAND SURVEYOR
(M)	MEASURED
M-M	MON TO MON
NO	NUMBER
PM	PARCEL MAP
()	RECORD DATA
(#)	REFERENCE NUMBER
RSM	RECORD OF SURVEY
SQ FT	SQUARE FEET
(UO)	UNKNOWN ORIGIN

CALGARY STREET (60.00' WIDE) (FORMERLY SEQUOIA STREET)



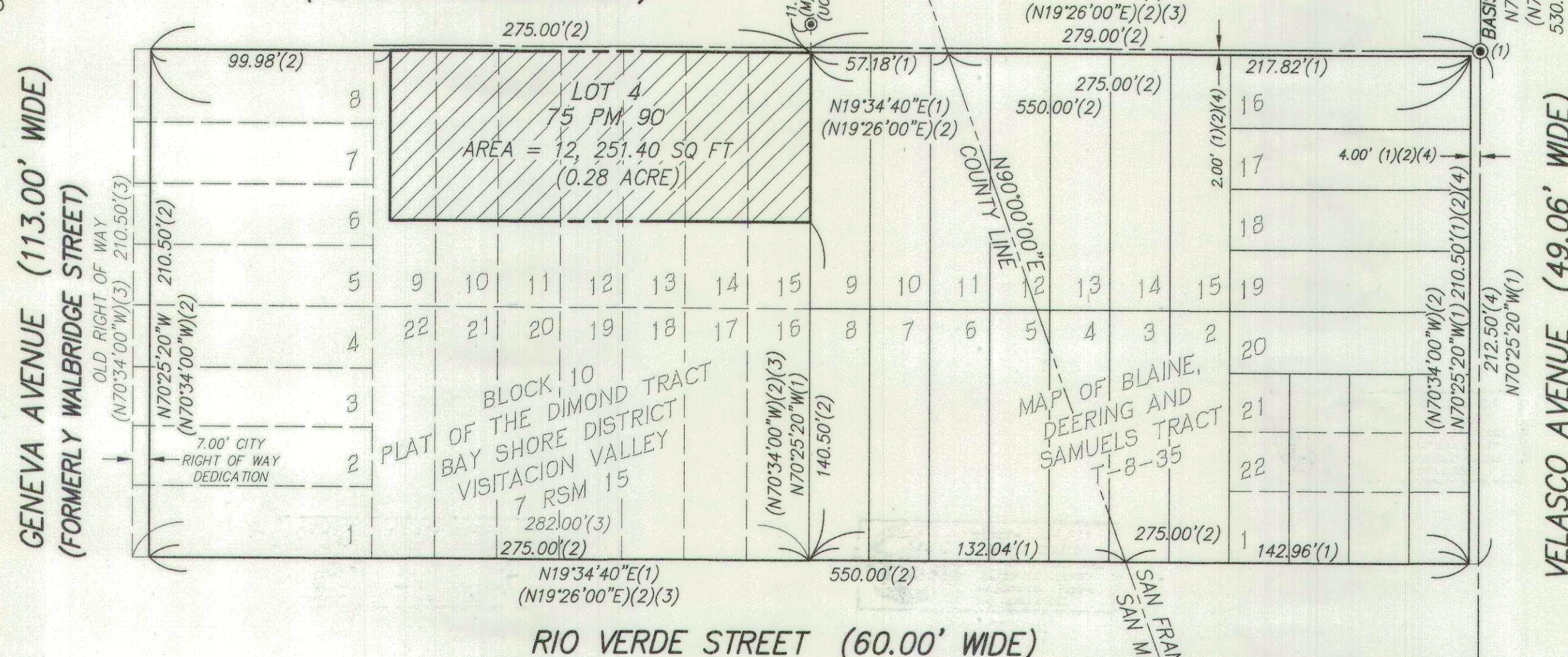
SITE DETAIL

GRAPHIC SCALE



CASTILLO STREET (60.00' WIDE)

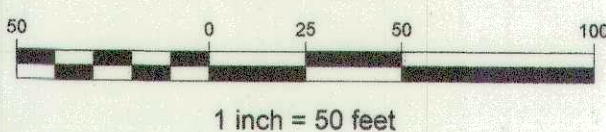
CALGARY STREET (60.00' WIDE) (FORMERLY SEQUOIA STREET)



RIO VERDE STREET (60.00' WIDE)

CONTROL DIAGRAM

GRAPHIC SCALE



BASIS OF BEARINGS

THE BEARING OF THE MONUMENT LINE OF VELASCO AVENUE BETWEEN CALGARY STREET AND CASTILLO STREET AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BLAINE, DEERING AND SAMUELS TRACT, CITY AND COUNTY OF SAN FRANCISCO" DATED OCTOBER 14, 1926, ON FILE AS T-8-35 IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR OF SAN FRANCISCO, WHICH BEARS NORTH 70°25'20" WEST WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

1. THE SURVEY OF THE LOTS SHOWN HEREON WAS ESTABLISHED BY A FIELD SURVEY. SUCH SURVEY WAS BASED UPON LOT 4 AS SAID LOT IS SHOWN ON 75 PM 90, FILED DECEMBER 6, 2004 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.
2. ALL DIMENSIONS FROM THE BOUNDARIES OF THE PROPERTY IN QUESTION TO MONUMENT LINES OF THE MONUMENT MAP REFERRED TO HEREON ARE GIVEN FOR THE SOLE PURPOSE OF ITS RETRACEMENT. SUCH INFORMATION SHALL NOT BE USED FOR ANY OTHER PURPOSES.
3. ALL DEFLECTION ANGLES HEREON ARE 90 OR 45 DEGREES UNLESS EXPRESSLY OTHERWISE INDICATED.
4. ALL MEASURED DISTANCES ARE SHOWN HEREON IN FEET AND DECIMALS THEREOF. ALL OTHERS ARE SHOWN AS PER RECORDS AND NOTED AS SUCH.
5. MONUMENTATION OF REFERENCED RECORD MAPS ON THE SUBJECT BLOCK NOT SHOWN HEREON WERE SEARCHED FOR, NOT FOUND.

FINAL MAP SUB 8-13-7731

55 CALGARY STREET

7-LOT SUBDIVISION

A SUBDIVISION OF LOT 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF THE LANDS OF PASIAN AND BALDINI" FILED FOR RECORD ON DECEMBER 6, 2004, IN BOOK 75 OF PARCEL MAPS, PAGES 90 THRU 91, AT THE SAN MATEO COUNTY OFFICE OF RECORDS, AND CONSISTING OF 12,251 S.F.

DALY CITY, SAN MATEO COUNTY
SCALE: AS SHOWN

STATE OF CALIFORNIA
JUNE 2021

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES
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JOB NO: 6954

SHEET 3 OF 3
ADDRESS: 55 CALGARY STREET



City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Accept and Appropriate \$48,600 in Highway Safety Improvement Program State Funds for the John Daly Boulevard and Skyline Boulevard Intersection Safety Improvements Project, and Authorize the City Manager to Execute the Master Agreement for State-Funded Projects and the Program Supplement Agreement

Recommended Action

Staff recommends that the City Council:

1. Accept and appropriate \$48,600 of Highway Safety Improvement Program (HSIP) Cycle 10 state grant funds from California Department of Transportation (Caltrans) for the John Daly Boulevard and Skyline Boulevard Intersection Safety Improvements Project design phase;
2. Authorize the City Manager, or her designee, to execute the Master Agreement Administering Agency-State Agreement for State-Funded Projects; and
3. Authorize the City Manager, or her designee, to execute the Program Supplement and other documents necessary for grant fund reimbursement.

Background

On May 5, 2020, Caltrans Division of Local Assistance announced a call for projects for HSIP Cycle 10. The goal of the program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. Approximately \$220 million was available for this grant cycle.

In November 2020, staff submitted an application for HSIP Cycle 10 grant funds for the John Daly Boulevard/Skyline Boulevard Intersection Safety Improvements project. The City's application requested \$342,180 in grant funds, with a proposed \$38,020 local match.

In March 2021, the City was selected for grant funding from the statewide competitive program for the full requested amount of \$342,180.

In June 2021, the City received approval for \$48,600 in grant funds for the design phase of the project.

Discussion

In order to secure the HSIP Cycle 10 grant funds, the City needs to execute a Master Agreement and a Program Supplement to the Administering Agency-State Agreement. The Master Agreement and Program Supplement are distributed by Caltrans who oversees all State-Funded HSIP projects.

**Accept and Appropriate \$48,600 in Highway Safety Improvement Program State Funds
for the John Daly Boulevard/Skyline Boulevard Intersection Improvements Project, and Authorize the City
Manager to Execute the Master Agreement for State-Funded Projects and the Program Supplement Agreement
Meeting Date: July 26, 2021
Page 2**

The John Daly Boulevard/Skyline Boulevard Intersection Safety Improvements Project proposes to upgrade the pedestrian signal heads and some of the traffic signal equipment at the intersection. In addition, the project would replace two traffic signal poles with new traffic signal poles with mast arms and install raised pavement markers and high-visibility crosswalks at the intersection. The project was identified in the recently adopted Bike and Pedestrian Master Plan and Systemic Safety Analysis Report completed last year.

Fiscal Impact

The cost of the project is estimated to be approximately \$380,200 including design, construction and construction management. The City has been awarded HSIP grant funds in the amount of \$342,180 with a total required local match of \$38,020. The design phase alone is estimated to be \$54,000, consisting of \$48,600 in state grant funds and required local match of \$5,400. The local matching funds for the design phase are available in the FY 2021-22 CIP Account 17-312-609 Transportation Fund – Cooperative Project Development project account. The funds for the construction phase will be accepted and appropriated when the project is ready for advertising.

This action will accept and appropriate \$48,600 in state grant funds and will transfer \$5,400 from the FY 2021-22 CIP Account 17-312-609 Transportation Fund – Cooperative Project Development project account for the project's required local match.

Summary/Conclusion

Staff recommends that the City Council:

1. Accept and appropriate \$48,600 of HSIP Cycle 10 state grant funds from Caltrans for the John Daly Boulevard and Skyline Boulevard Intersection Safety Improvements Project design phase;
2. Authorize the City Manager, or her designee, to execute the Master Agreement Administering Agency-State Agreement for State-Funded Projects; and
3. Authorize the City Manager, or her designee, to execute the Program Supplement and other documents necessary for grant fund reimbursement.

**Accept and Appropriate \$48,600 in Highway Safety Improvement Program State Funds
for the John Daly Boulevard/Skyline Boulevard Intersection Improvements Project, and Authorize the City
Manager to Execute the Master Agreement for State-Funded Projects and the Program Supplement Agreement
Meeting Date: July 26, 2021
Page 3**

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Master Agreement Administering Agency-State Agreement for State-Funded Projects
2. Program Supplement 04-5196S21-W98

PROGRAM SUPPLEMENT NO. 000000W98
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 04-5196S21

Adv Project ID **Date:** July 1, 2021
0421000305 **Location:** 04-SM-0-DLC
 Project Number: HSIPSL-5196(043)
 E.A. Number:
 Locode: 5196

This Program Supplement, effective 6/11/21, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5196S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Intersection of John Daly Blvd & Skyline Blvd.

TYPE OF WORK: Pedestrian Walkway

Estimated Cost	State Funds		Matching Funds	
	STATE	\$48,600.00	LOCAL	OTHER
\$54,000.00			\$5,400.00	\$0.00

CITY OF DALY CITY

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 7/6/21

\$48,600.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of

SPECIAL COVENANTS OR REMARKS

PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

04	City of Daly City
-----	-----
District	Administering Agency

Agreement No. 04-5196S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Daly City, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

City of Daly City

By _____

City of Daly City
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Contract Renewal for Mussel Rock Landfill Site Monitoring Professional Services with Tetra Tech, Inc.

Recommended Action

City Council authorization to renew the Mussel Rock Landfill Site Monitoring professional services agreement with Tetra Tech, Inc. of Oakland, California and authorize City Manager to execute an amendment through July 2022 in the amount of \$74,843 on behalf of the City.

Background

The Mussel Rock Landfill was closed in 1978. The City is required to maintain the site and submit semi-annual and annual site maintenance and groundwater quality monitoring reports as required by the California Regional Water Quality Control Board (RWQCB) Order No. R2-2015-0007. In addition to routine water quality sampling, the RWQCB order requires that the City conduct sampling and testing for the presence of certain metals and other constituents. Further, the RWQCB order requires the City to prepare a Long-Term Flood Protection Report every five years.

The City is also required to submit annual monitoring reports to the California Coastal Commission for the seawall below the landfill pursuant to requirements set by California Coastal Commission (CCC) Staff Reports 2-01-011 dated May 30, 2002 and 2-11-024 dated August 8, 2012.

The existing agreement with Tetra Tech, Inc. expires on July 31, 2021.

Discussion

Tetra Tech, Inc. has been the City's consultant for monitoring and reporting services related to Mussel Rock since 2016 and they have been responsive in meeting the City's needs related to site monitoring activities and report submissions.

The proposed amendment would extend services through July 31, 2022 for the amount of \$74,843, broken down as follows:

Groundwater Monitoring/Reporting FY 2021-22 (RWQCB)	\$47,669
Seawall Monitoring/Reporting 2022 (CCC)	\$8,778
Update to the Long-Term Flood Protection Report	<u>\$18,396</u>
Total	\$74,843

Fiscal Impact

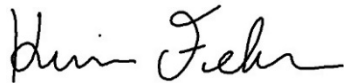
The total cost for this amendment is \$82,327.00 including \$74,843.00 for the amendment and a 10% contingency in the amount of \$7,484.00. Sufficient funds for these services are available in the FY 2021-22 CIP Account 31-310-550 Capital Projects Fund – Mussel Rock Maintenance / Monitoring.

Summary/Conclusion

Staff recommends that the City Council authorize the renewal the Mussel Rock Landfill Site Monitoring professional services agreement with Tetra Tech, Inc. and authorize City Manager to execute an amendment through July 2022 in the amount of \$74,843 on behalf of the City.

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

Respectfully submitted,



Kevin Fehr
City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Amendment to Professional Services Agreement with Tetra Tech, Inc.

cc: City Clerk
City Manager
City Attorney



CITY OF DALY CITY
MUSSEL ROCK LANDFILL
PROFESSIONAL SERVICES AGREEMENT (October 23, 2020)
Mussel Rock Landfill Site Monitoring Project

AGREEMENT AMENDMENT NO. 1 Pages 1-3

DATE: July 15, 2021

OWNER: City of Daly City
Kevin Fehr, City Engineer
333 – 90th Street, Daly City, CA 94015
(650) 991-8163

I. DESCRIPTION OF AGREEMENT AMENDMENT

- A. Consultant shall perform work as described in the attached Proposal and Cost Estimate (Revision 2) for additional Landfill Monitoring Services, and Update to the 2015 Long-Term Flood Protection Report. Work shall be done in compliance with RWCQB order R2-2015-0007 for an amount not to exceed \$74,843.00. \$74,843.00

Total **\$74,843.00**

SUMMARY OF FUNDS TO BE CHARGED: **31-310-550-4534** **\$74,843.00**

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement October 23, 2020.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

The contract time is extended through completion of services on or about July 31, 2022.

IV. COST ANALYSIS

Original Agreement Total:	\$ 55,254.00
Agreement Amendment No. 1:	\$ 74,843.00
Revised Current Agreement Total:	\$ 130,097.00
All Agreement Amendments as Percentage of Original Agreement Total:	135%

ACCEPTED:
CONSULTANT:
Tetra Tech, Inc.

BY: _____
Ed Sussenguth
Northwest Operations Manager

DATE: _____

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Kevin Fehr
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Director of Public Works

DATE: _____

BY: _____
Shawna Maltbie
City Manager

DATE: _____



July 14, 2021

Mr. Kevin Fehr, P.E.
City of Daly City
333 90th Street
Daly City, CA 94015

**RE: Proposal and Cost Estimate (*Revision 2*)
Landfill Monitoring Services 2021 - 2022
Mussel Rock Landfill, City of Daly City, California**

Mr. Fehr:

Tetra Tech, Inc. is pleased to submit this revised proposal and cost estimate to the Engineering Division, Public Works Department of the City of Daly City (City) for groundwater, leachate, and surface water monitoring and annual seawall inspection at the Mussel Rock Landfill for a one-year period of performance. The scope of work described in this proposal addresses the monitoring requirements of the Regional Water Quality Control Board, San Francisco Bay Region (RWQCB) Updated Waste Discharge Requirements (Order R2-2015-0007) and the California Coastal Commission (CCC), Staff Reports F8b and W17a for seawall monitoring.

This proposal is organized as follows:

Section 1.0	Project Scope, Understanding and Approach
Section 2.0	Experience with Similar Projects
Section 3.0	Budget and Schedule
Section 4.0	Monitoring Team
Section 5.0	Demonstrated Experience Managing Project Budgets and Schedules
Section 6.0	Assumptions
Table 1	Schedule of Fees and Rates
Table 2	Cost Estimate for 2021-2022 Landfill Monitoring
Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Project Team

1.0 PROJECT SCOPE, UNDERSTANDING AND APPROACH

The scope of work during the one-year contract period of performance consists of the following tasks as described in [Exhibit A](#):

- Two semiannual groundwater and surface water monitoring events performed in October 2021 and April 2022 per San Francisco Bay Regional Water Quality Control Board (Board) Order R2-2015-0007 with reporting.
- One on-site annual seawall inspection performed in February 2021 per the California Coastal Commission staff Reports F-8b and W17a.
- Update of Provision C, Section 9 (Long-Term Flood Protection Report).

The proposed schedule is shown in [Exhibit B](#).

The Tetra Tech team, managed by Mike Velzy, understands the site conditions and the site-specific health and safety concerns. Tetra Tech is experienced in monitoring landfill groundwater wells and preparing monitoring reports for regulatory submittal. Our approach for 2021-2022 will be the same as the previous monitoring events. Tetra Tech has developed an excellent field sampling program and team. We intend to use our technical staff based in Oakland to sample the wells and outfalls. The same field sampling and laboratory team that has been providing excellent analytical testing services for this project over the past 14 years will continue to be used with the exceptions noted below. Mike Velzy will perform the seawall site inspections.

Tetra Tech will sample the five groundwater monitoring wells (three leachate wells and two up-gradient groundwater wells) using micro-purge (low flow) techniques developed by QED Environmental Systems that are consistent with the field protocols approved by the RWQCB and have been used at the site since the wells were installed in 1999, 2000 and 2013. Tetra Tech will gauge groundwater depths and sample the five monitoring wells (KMW-1 through KMW-4 and UMW-5) and five designated outfalls (Outfalls 1, 3, 6, 8A, 10) that discharge below the seawall access road. The five monitoring wells and five outfalls will be sampled and analyzed for the constituents listed in Detection Monitoring Program of the Order R2-2015-0007. In addition, Tetra Tech will continue to include the Extractable Hydrocarbon analyses with and without silica gel cleanup and CAM 17 Metals analyses with and without (total) filtered samples.

Database Management – Tetra Tech will manage the current and recent historical analytical data in Oracle. There will be two historical data appendices in each monitoring report, one for the period 1999 through May 2018 (Appendix E) and one for November 2018 and beyond (Appendix D), excluding the current analytical data that will be presented in Tables 1 through 11.

Long-Term Flood Protection Report Update – Provision 9 of Order R2-2015-0007 required the City to submit a report evaluating the potential effects of long term sea level rise at the landfill, and to consider feasible options for achieving protection from the 100-year flood to account for rising sea levels and increased flood frequency and intensity. The initial report was prepared by URS (Project Manager was Mike Velzy), and submitted to the Board on October 30, 2015. Tetra Tech will update this report with current data, and if necessary modify the previous recommendations and/or provide new recommendations(s).

2.0 EXPERIENCE WITH SIMILAR PROJECTS

Tetra Tech achieved record solid waste consulting revenue exceeding \$150 million in each of the past two years. The April 2021 *Engineering News Record* ranked Tetra Tech as #1 Solid Waste and Water. We have extensive experience in all phases of solid waste landfill design, closure, operations and maintenance, and groundwater, leachate and landfill gas monitoring throughout California and the United States, including the evaluation of water resources. The following representative groundwater monitoring projects have been managed by Mike Velzy:

Mussel Rock Landfill - Daly City, California

Project Description	Semiannual Groundwater, Surface Water, Outfall Sampling, Analytical Testing, Seawall Inspection & Reporting
Owner / Responsible Party	City of Daly City, California
Project Location	Daly City, California
Duration	2006 – 2021
Project Budget (cumulative))	\$500,000
Sponsoring Project Manager	Mike Velzy (Tetra Tech)
Regulatory Agency	RWQCB
Contact Information	Kevin Fehr (650-991-8163)

Former Texaco Liquid Bulk Terminal - Port of Redwood City, California

Project Description:	Semiannual Groundwater Sampling, Analytical Testing, & Reporting; MS4 Storm Water Management
Owner / Responsible Party:	Port of Redwood City, California
Project Location	Redwood City, California
Duration:	2008 – 2020
Project Budget (approximate):	\$300,000
Sponsoring Project Manager:	Mike Velzy (Tetra Tech)
Regulatory Agency:	DTSC
Contact Information:	Don Snaman, Operations Manager (Phone: 650-306-1450)

Tesoro Martinez Refinery - Martinez, California

Project Description:	Civil Design of Above Ground Tank Containment Structures, Surface Water Modeling, Regulatory Compliance
Owner / Responsible Party:	Marathon Petroleum Corp, Martinez (formerly Tesoro Refinery)
Project Location	Martinez, California
Duration:	2016 – 2020
Project Budget (approximate):	\$200,000
Sponsoring Project Manager:	Mike Velzy
Regulatory Agency:	RWQCB
Contact Information:	Anne Partmann (Phone: 925-501-6454)

EPC Eastside Landfill - Bakersfield, California

Project Description:	Groundwater Sampling, Analytical Testing, & Reporting
Owner / Responsible Party:	Chevron, San Ramon
Project Location	Kern County, California
Duration:	2012 – 2016
Project Budget (approximate):	\$250,000
Sponsoring Project Manager:	Mike Velzy (URS/AECOM)
Regulatory Agency:	DTSC
Contact Information:	Nate Blomgren (Phone: 925-790-3914)

3.0 BUDGET AND SCHEDULE

The detailed project schedule, including dates for field sampling, inspections and report submittals, is provided in the [Exhibit B](#).

The schedule of fees and charges are provided in [Table 1](#). The project budget estimate based on time and materials is described in [Exhibit C](#), and itemized per task in [Table 2](#).

4.0 MONITORING TEAM

The proposed Tetra Tech landfill monitoring team is described in [Exhibit D](#)

5.0 DEMONSTRATED EXPERIENCE MANAGING PROJECT BUDGETS AND SCHEDULES

Mike Velzy has 34 years of experience as a civil/environmental engineer and has been responsible for managing a wide variety of projects for the past 22 years. He has demonstrated over this period that he is proficient at managing project schedules and budgets. Using the City as an example, Mr. Velzy has managed groundwater sampling at Mussel Rock continuously since 2006, and since 2016 with Tetra Tech. Mr. Velzy has been inspecting the seawall for over 14 years. Mr. Velzy has managed 17 different Mussel Rock Landfill projects since 2006, including:

- Groundwater, Leachate, and Surface Water Monitoring (2006-2008)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2008-2010)
Status: Completed

- Groundwater, Leachate, and Surface Water Monitoring (2010-2012)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2012-2014)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2014-2016)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2016-2018)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2018-2020)
Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2020-2021)
Status: Completed
- Landfill Engineering Evaluation (2007)
Status: Completed
- Short-Term Site Maintenance Improvements (2007-2008)
Status: Completed
- Landfill Engineering Evaluation – Gabion Walls (2009)
Status: Completed
- Annual Seawall Monitoring (2008-2021)
Status: Completed
- Topographic Map of Mussel Rock Landfill (2010, 2016)
Status: Completed
- Planned Retreat Management Plan, Studies, Plans and Specifications (2010-2015)
Status: Completed
- Seawall Repair Design and Construction Monitoring (2016-2017)
Status: Completed
- Seawall Repair Design and Construction Monitoring (2020-2021)
Status: On-going
- Landfill Gas Investigation (2016-2017)
Status: Completed
- Slope Monitoring (2016-2017)
Status: Completed
- 2019 Maintenance Project – includes Gabion Wall Replacement Design, New Disposal Cell Design, Excavation, Silting Basin Cleanout, Storm Water Pipeline Relocation, Maintenance of Half-Round CMP Channels, Construction Drawings, Specifications, Cost Estimating, Construction Monitoring (2020-2021)
Status: On-going

6.0 ASSUMPTIONS

In preparing this proposal and budget estimate, it is assumed that:

1. The budget estimate does not include the cost for sampling or disposal of IDW waste. Tetra Tech will provide this service to the City on a time and expenses basis, based on our current labor rates proposed for this project.
2. The landfill can be monitored (either groundwater/leachate or seawall) in three days. Extra time needed for weather delays or other unforeseen delays will be billed at cost plus 10 percent.
3. All purge water and decontamination water is non-hazardous, and can be dropped off at the Daly City wastewater treatment plant located at 153 Lake Merced Blvd, Daly City, CA 94015.

4. The City provides unrestricted access to Tetra Tech on days when sampling and gauging are performed.
5. One round of comments on draft reports, with all City comments received by Tetra Tech per the dates shown in Schedule provided in [Exhibit B](#).
6. The time to collect groundwater samples has increased due to the RWQCB request for duplicate samples collected for extractable hydrocarbons (analyzed with and without silica gel cleanup) and CAM 17 metals (filtered and unfiltered samples). The cost for laboratory analyses has increased due to the sample duplication.
7. A contingency cost for sampling and analytical testing will be invoiced to the City only in the event that any of the two documented seeps are flowing. Seeps are sampled only if running water is observed. The contingency cost covers expenses for additional analytical testing.
8. The cost to update of the Long-Term Flood Protection Report assumes that Tetra Tech receives the XPSWMM modeling files from AECOM. If Tetra Tech cannot access these files, the update will be performed without the modeling.

We look forward to the opportunity to work with the City on this monitoring project. Please contact Mike Velzy at (510) 302-6319 if you have any questions or comments.

Respectfully submitted,

Tetra Tech, Inc.



Michael Velzy, P.E.
Senior Project Manager

Attachments: Table 1 Schedule of Fees and Charges (2021-2022)
Table 2 Cost Estimate for 2021-2022 Landfill Monitoring (Revision 2)
Exhibits A through D



TABLE 1
Schedule of Fees and Charges (2021 - 2022)
Mussel Rock Landfill, Daly City, California

Labor Category	Rate (\$/hr)
Principal Professional/Project Director	\$237
Sr Engineer / Scientist	\$164
Database Specialist	\$152
CADD / GIS Support	\$120
Procurement Specialist	\$122
Editor	\$92
Staff Engineer / Scientist	\$83
Word Processor / Production	\$68
Financial Manager	\$155

- 1) Rates listed above are effective for one year.
- 2) Travel: Travel will be billed at actual cost plus 10% markup. Tetra Tech travel policy is in accordance with the federal travel regulations.
- 3) External Other Direct Costs and Subcontractors will be billed at cost plus 10%.
- 4) In-house Other Direct Costs: Copies will be billed at \$0.07/copy, plus 10%.



TABLE 2
Cost Estimate for 2021 - 2022 Landfill Monitoring (Revision 2)
Mussel Rock Landfill, Daly City, California

LABOR		RATE	TASK 1		TASK 2		TASK 3		TASK 4		TOTAL	
			Monitoring Event 1 (Oct 2021)		Monitoring Event 2 (April 2022)		Seawall Inspection (Feb-March 2022)		Long-Term Flood & Sea Level Rise Upgrade			
Staff	Category	\$/hour	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Mike Velzy	Project Director	\$237	10	\$2,370	10	\$2,370	16	\$3,792	8	\$1,896	44	\$10,428
Patrick Wooliever	Senior Engineer / Review	\$164	4	\$656	4	\$656	2	\$328		\$0	10	\$1,640
Winnie Kwong	Database Administrator	\$152	15	\$2,280	15	\$2,280		\$0		\$0	30	\$4,560
Anya Mikheicheva, Callie Neaves	Staff Scientist	\$83	40	\$3,320	40	\$3,320	12	\$996		\$0	92	\$7,636
Dustin Gehrett	CAD	\$120	4	\$480	4	\$480	2	\$240		\$0	10	\$1,200
Rindy Mortensen	Sr. Procurement	\$122	2	\$244	2	\$244		\$0		\$0	4	\$488
Laura Leone	Editor	\$92		\$0		\$0		\$0		\$0	0	\$0
Johan Jan	Word Processor	\$68	4	\$272	4	\$272		\$0		\$0	8	\$544
Gloria Dirscoll	Financial Manager	\$155	1	\$155	1	\$155	1	\$155		\$0	3	\$465
Total Labor			80	\$9,777	80	\$9,777	33	\$5,511	8	\$1,896	201	\$26,961
ODC COSTS		Rate	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
TRAVEL												
Mileage (per mile)		\$0.58	120	\$70	120	\$70	120	\$70		\$0	360	\$209
Subtotal ODCs				\$70		\$70		\$70		\$0		\$209
Fee on ODCs		10%		\$6.96		\$7		\$7		\$0		\$21
Total ODCs				\$77		\$77		\$77		\$0		\$230
SUBCONTRACTORS		Rate	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Enthalpy Analytical Laboratory	Oct 2021	\$7,285	1	\$7,285		\$0		\$0		\$0	1	\$7,285
Enthalpy Analytical Laboratory	Apr 2022	\$8,335		\$0	1	\$8,335		\$0		\$0	1	\$8,335
Environmental Sampling Services	Oct 2021	\$4,900	1	\$4,900		\$0		\$0		\$0	1	\$4,900
Environmental Sampling Services	Apr 2022	\$4,900		\$0	1	\$4,900		\$0		\$0	1	\$4,900
F3 & Associates	Feb 2022	\$2,900		\$0		\$0	1	\$2,900		\$0	1	\$2,900
Internal Subcontractor-Long-Term Flood Protection (LS)		\$15,000		\$0		\$0		\$0	1	\$15,000		\$15,000
Subtotal Subcontractors				\$12,185		\$13,235		\$2,900		\$15,000		\$43,320
Fee on Subcontractors		10%		\$1,219		\$1,324		\$290		\$1,500		\$4,332
Total Subcontractors				\$13,404		\$14,559		\$3,190		\$16,500		\$47,652
TOTAL ESTIMATED PRICE				\$23,257		\$24,412		\$8,778		\$18,396		\$74,843

Notes

- Per the R2-2015-0007 Order, pesticides (US EPA Method 608) is tested during the 2nd quarter only. All other analytes per Table 1 of the Order are sampled and tested during 2nd and 4th quarters.
- Subcontractor sampling and laboratory costs reflect R2-2015-0007 Order requirements plus additional sampling and analytical testing as requested by the RWQCB.
 - ☐ • Duplicate samples for CAM 17 metals to be analyzed with unfiltered (total) and filtered samples.
 - ☐ • Duplicate samples for extractable hydrocarbons (diesel and motor oil) to be analyzed with and without silica gel cleanup.

MUSSEL ROCK LANDFILL MONITORING 2021 - 2022 EXHIBITS A - D

EXHIBIT A - Scope of Services

Groundwater, Outfall, Seep Water Sampling (2021-2022)

Tetra Tech will follow the monitoring requirements specified in the Updated Waste Discharge Requirements (Order R2-2015-0007) for the Mussel Rock Landfill, prepared by the California Regional Water Quality Control Board – San Francisco Bay Region (RWQCB). The scope of work is defined in the Detection Monitoring Program (Attachment A) in Parts A and B:

The groundwater and surface water outfall monitoring program can be summarized as follows:

- Semiannual groundwater and leachate sampling and analytical testing at wells KMW-1 through KMW-4 and UMW-5 in accordance with Tables 1 and 2 of the Detection Monitoring Program, Attachment A, Part B of the Order R2-2015-0007.
- Semiannual surface water sampling and analytical testing at Outfalls 1, 3, 6, 8a, and 10 in accordance with Tables 1 and 2 of the Detection Monitoring Program, Attachment A, Part B of the Order R2-2015-0007.

A total of 13 samples will be collected for each sampling event (assumes flow from each of the five outfalls) for the full suite of analytical tests, as described below:

- Five groundwater / leachate samples from KMW-1 through KMW-4 and UMW-5 (one sample per well).
- Five surface water samples from Outfalls 1, 3, 6, 8a, and 10 (one sample per outlet; assumes water is sufficiently flowing from each outlet to collect a sample).
- Two duplicate samples will be collected and tested for the full suite of analyses listed in Table 1 of Part B of Attachment A (one sample associated with the groundwater / leachate wells and one duplicate sample associated with the outfalls) for each round of sampling.
- One travel blank sample per sampling event will be collected and analyzed for only volatile organic compounds.

The Mussel Rock Landfill has two well established seeps at or near the bottom of the landfill shown on [Figure 2](#). The seeps are sampled periodically only when they are flowing. Tetra Tech has provided an analytical testing contingency if one or both of the seeps are flowing when groundwater is sampled. The contingency covers the additional costs if seep sample analyses is required. The analyses would be in accordance with [Table A](#).

Within each monitoring report, there will be an executive summary, and a comparison of the current data to applicable regulatory human health and ecological risk screening levels, our interpretation of the data, and an updated groundwater contour map of the site. All laboratory and field data will be presented in tabular form that shows all previous and current data.

The analytical parameters and sample frequency specified in Table 1, Attachment A, Part B of Order R2-2015-0007 is copied below. Additionally, The RWQCB has requested that duplicate samples be collected for Total Extractable Hydrocarbons (TPH-d and TPH-mo) and CAM 17 Metals. TPH-d and TPH-mo will be analyzed with and without silica gel cleanup (EPA Method 3630C). CAM 17 Metals will be analyzed as filtered and unfiltered (total) samples.

TABLE A
Groundwater Monitoring Points, Outfalls, and Seeps, Parameters, and Sampling Frequency
Mussel Rock Landfill

ANALYTICAL PARAMETERS	LABORATORY METHOD	SAMPLING FREQUENCY
TPH-Gasoline, Diesel and Motor Oil	U.S. EPA Methods 8260 (GC/MS)/8015B <i>(1) TPH-g - unpreserved (8260 or 8015B)</i> <i>(2) TPH-d and TPH-mo (8015B) with and without silica gel cleanup [EPA Method 3630C]</i>	Semi-annual (2 nd and 4 th Quarters)
General Water Quality Parameters: pH, Electrical Conductivity, Alkalinity, Total Dissolved Solids, Total Organic Carbon, Total Kjeldahl Nitrogen, Ammonia, Dissolved Oxygen, Turbidity, and Cyanide	Various Field and Laboratory Methods	Semi-annual (2 nd and 4 th Quarters)
Pesticides: Endosulfan, Endrin, and Hexachlorocyclohexane (HCH)	U.S. EPA Method 608	Annual (2 nd Quarter)
Volatile Organic Compounds Individual analytes too extensive to list	U.S. EPA Method 8260 <i>(1) Samples unpreserved</i>	Semi-annual (2 nd and 4 th Quarters)
Title 22 CAM 17 Metals Antimony, Arsenic, Barium, Beryllium, Cadmium, Cobalt, Copper, Chromium, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc	U.S. EPA Methods 6010B/6020/7470A/1631 <i>(1) 16 metal analyses performed on filtered and unfiltered [dissolved] samples (6010B)</i> <i>(2) Mercury (EPA 1631E)</i>	Semi-annual (2 nd and 4 th Quarters)

Source: RWQCB Order R2-2015-0007, Attachment A, Part B, Table 1

Annual Seawall Inspection and Survey (2022)

The Tetra Tech will provide all the information requested by the California Coastal Commission (CCC) relative to seawall inspection in Staff Reports F-8b filed May 30, 2002, (Section 2.2 (Special Conditions), Subsection 2.C) and Staff Report W17a (filed February 24, 2011, Section III (Special Conditions), Subsection 3).

The CCC Staff Report F-8b requires that the City submit to the Executive Director a seawall inspection report of the elevated section of the seawall by November 1 of each year, and that the report be prepared by a licensed geologist, civil engineer or geotechnical engineer. As required by the CCC Staff Report, each monitoring report shall contain five key monitoring elements, including:

1. An evaluation of the existing configuration and condition of the entire seawall,
2. Annual survey and photographs of the seawall taken along a fixed line,
3. Analysis of erosion trends,

4. A description of any migration or movement of rock that has occurred on Site, and
5. Recommendations for repair, maintenance, and/or modifications.

The annual seawall survey will be conducted by F3 & Associates and consist of a land-based survey of 18 (previously 19) existing survey points distributed over approximately 200 feet of the upland side of the seawall access road.

The Seawall Inspection and Evaluation Reports for 2022 will fulfill the requirements of both the CCC Staff Reports F-8b and W17A, respectively, as a single combined report submitted to the CCC on or before June 1, 2022.

Update to Long-Term Flood Protection Report

The 2015 report (Provision C, Section 9 of R2-2015-0007) evaluated long-term flood protection and sea level rise data from four sources: the Oceanic and Atmospheric Administration, the Army Corps of Engineers, and the National Research Council's Report of Sea Level Rise for the Coasts of California, Oregon, and Washington: Past, Present and Future (2012), and the San Francisco Bay Conservation and Development (BCDC). To update the 2015 report, Tetra Tech will review the hydrologic model and the above data sources for recent changes, and apply those changes as applicable to evaluate potential flooding, and surge and wave run-up on the seawall. Based on the 2016 landfill survey, Tetra Tech will identify the lowest lying areas along the seawall and provide recommendations for increasing the seawall height in these areas if warranted.

EXHIBIT B - Project Schedule

The estimated monitoring and survey milestone task dates are shown below for Tasks 1 through 4 and may be subject to change based on weather and availability.

GROUNDWATER/LEACHATE MONITORING: October 2021 / April 2022

Description	Date
<i>TASK 1 – 2021 Second Semiannual Groundwater Sampling Event</i>	
1. Groundwater & Outlet Sample Collection (week of)	October 11, 2021
2. Draft Groundwater Monitoring Report Submitted to City for Review	January 5, 2022
• Electronic submittal via email	
3. Tetra Tech Receives City Comments on Groundwater Monitoring Report	January 26, 2022
4. Groundwater Monitoring Report Submitted to the RWQCB (uploaded to GeoTracker)	January 31, 2022
5. Final Groundwater Monitoring Report Submitted to the City	February 11, 2022
• Hard Copy with Electronic Copy on USB Drive Mailed to City	
<i>TASK 2 – 2122 First Semiannual Groundwater Sampling Event</i>	
1. Groundwater & Outlet Sample Collection (week of)	April 11, 2022
2. Draft Groundwater Monitoring Report Submitted to City for Review	June 24, 2022
• Electronic submittal via email	
3. Tetra Tech Receives City Comments on Groundwater Monitoring Report	July 22, 2022
4. Groundwater Monitoring Report Submitted to the RWQCB (uploaded to GeoTracker)	July 31, 2022
5. Final Groundwater Monitoring Report Submitted to the City	August 12, 2022
• Hard Copy with Electronic Copy on USB Drive Mailed to City	

SEAWALL INSPECTION: February 2022

Description	Date
<i>TASK 3 - Seawall Inspection 2022</i>	
1. Annual Seawall Inspection-Field Survey (week of)	February 21, 2022
2. Draft Annual Seawall Inspection Report Submitted to the City	April 22, 2022
• Electronic submittal via email	
3. Tetra Tech Receives City Comments on Seawall Report	May 20, 2022
4. Final Annual Seawall Inspection Report Submitted to CCC (2 hard copies with electronic copy on CD) and the City (1 hard copy with electronic copy on USB)	June 1, 2022

Flood Protection and Seawall Level Rise Report Update

Description	Date
<i>TASK 4 - Update/Revise 2015 Long-Term Flood Protection Report</i>	
1. Draft Report Submitted to City for Review	September 17, 2021
2. City Review Comments to Tetra Tech	October 1, 2021
3. Final Report (uploaded to GeoTracker)	October 15, 2021
• Final report (hardbound) mailed to City) with 1 hard copy with electronic copy on USB.	

EXHIBIT C - Project Budget

Tetra Tech has prepared separate budget estimates for the Task 1 (October 2021 groundwater monitoring), Task 2 (April 2022 groundwater monitoring), Task 3 (2022 seawall monitoring), and Task 4 (update to the 2015 Long-Term Flood Protection Report). The budgets are based on time and expenses, and include all Tetra Tech labor, subcontractor labor, and analytical testing. All investigation-derived waste (IDW) materials such as purge water and decontamination water will be taken directly to the City's waste water treatment facility. Purge water and decontamination water will not be left on-site. Additionally, these costs include semiannual and annual reporting.

Tetra Tech will charge its labor and expenses for the duration of the one-year contract based on the attached fee schedule. All subcontractor and laboratory services will be charged at cost plus 10 percent.

The estimated total budget to provide all the requested services is **\$74,843.00** for Tasks 1, 2, 3, and 4 described below. The costs are presented below per task, and are also projected in terms of invoices amounts:

- Task 1 (Monitoring Event 1) - The Tetra Tech proposal price is based on time and materials to implement semiannual sampling and analyses (five wells and five outfalls) in accordance with Order R2-2015-0007, RWQCB request for duplicate Extractable Hydrocarbon and CAM 17 Metals analyses, Exhibit B schedule and preparation of two semiannual monitoring reports. The estimated price to implement Task 1 semiannual sampling, analyses and reporting is **\$23,257.00**.
- Task 2 (Monitoring Event 2) – The Tetra Tech proposal price is based on time and materials to implement semiannual sampling and analyses (five wells and five outfalls) in accordance with Order R2-2015-0007, RWQCB request for duplicate Extractable Hydrocarbon and CAM 17 Metals analyses, Exhibit B schedule and preparation of two semiannual monitoring reports. The estimated price to implement Task 2 semiannual sampling, analyses and reporting is **\$24,412.00**.
- Task 3 (Seawall Inspection 2022) - The Tetra Tech proposal price is based on time and materials and includes one on-site visual inspection of the seawall with photo-documentation, horizontal and elevation displacement survey (18 points) of the elevated section, and preparation of a letter report. The estimate price to implement the Task 5 seawall inspection is **\$8,778.00**

- Task 4 (Update 2015 Long-Term Flood Protection Report) – The Tetra Tech proposal price is based on time and materials, and includes one draft copy for review and one final copy. The estimate price to update the Long-Term Flood Protection Report is **\$18,396.00**

BUDGET SUMMARY

Task 1: Monitoring Event 1	\$23,257.00
Task 2: Monitoring Event 2	\$24,412.00
Task 3: Seawall Inspection 2022	\$8,778.00
Task 4: Long-Term Flood Protection Report	\$18,396.00
TOTAL	\$74,843.00

EXHIBIT D - Project Team

The following Key Tetra Tech project team members will be directly involved in each sampling event, including conducting the monitoring, sampling, testing, and interpretation of results. Tetra Tech will use Environmental Sampling Services to collect groundwater and surface water samples. Report preparation, data evaluations, interpretations, and drafting will be performed by Tetra Tech. The people responsible for management and implementation of the scope of work are described below. Patrick Wooliever will assist Mr. Velzy in coordinating field efforts and provide senior technical review. Dr. Sujoy Roy has been added to prepare the update to the *Long-Term Flood Protection Report*.

Mike Velzy, P.E., Project Manager. He is a Senior Project Manager and Engineer (Civil) with Tetra Tech in Oakland. Mr. Velzy will assume the same role as Program Manager and technical Lead on the next landfill site monitoring contract and will continue to be the point of contact for the City in all matters regarding the landfill. Mr. Velzy will assist in preparing all reports and work products. He will be one of the Responsible Professionals who will review, approve and stamp/sign all reports prior to submittal to the City (draft) and RWQCB (final).

Sujoy Roy, Ph.D., Principal Hydrologist and Surface Water Modeler - Dr. Sujoy Roy works in the Tetra Tech Lafayette, California office. He has extensive experience in surface water modeling, studying water quality and water resources in applied research and regulatory contexts. Dr. Roy lead the team conducting the hydraulic modeling the used in the 2016 recertification of the SPCC Plan for the Marathon Petroleum Martinez Refinery. One recent project for the Western States Petroleum Association in which Tesoro was actively involved was the Selenium Modeling in North San Francisco Bay. Selenium from a variety of agricultural, industrial, and municipal sources, combined with natural loadings of the element, had led to impairment of San Francisco Bay. Dr. Roy led an effort to develop a model of the fate, transport and biological uptake of selenium in the bay to better characterize the pathways of impairment in biota and to identify strategies to help minimize the causes of impairment.

Patrick Wooliever, P.E., Senior Review - Mr. Wooliever is a California registered Professional Engineer (Civil) who has recently been working with Mr. Velzy on a variety of tasks for Mussel Rock Landfill. He will work with the Mr. Velzy to coordinate field activities and provide senior level review to all submittals. Mr. Wooliever has excellent analytical and writing skills with extensive experience working on environmental compliance, and construction oversight projects that lessen client's impact on the environment, improve worker conditions and productivity, and reduce operating costs. He combines analytical rigor, experience, and technologies that are practical and sustainable to find cost efficient solutions for clients.

Anya Mikheicheva, Staff Geologist – Ms. Mikheicheva will assist Mr. Velzy in preparing the groundwater and leachate monitoring reports and the seawall inspection report. Ms. Mikheicheva has prepared several technical reports for soil and groundwater investigations since joining Tetra Tech in 2018.

Winnie Kwong, System Analyst-Database Management - Ms. Kwong has 31 years of professional experience in the application of computer systems. Her specialties are applications programming, and

data base management and development in Visual Studio, Crystal Reports, Oracle, SQL Server, Access, Visual FoxPro, and FoxPro for Windows and MS-DOS, dBase III. She has been responsible for developing and maintaining all contract-wide costing and budgeting spreadsheets, creating the project breakdown schedules for work assignments.

Subcontractors - Tetra Tech proposes to use the following qualified and experienced subcontractors:

- Enthalpy Analytical (Berkeley, CA) - A California certified analytical testing laboratory will perform the analytical testing on all water samples. Enthalpy Analytical has provided analytical testing services to this project since 2006. Water samples from the 5 monitoring wells and 5 outfalls will be analyzed for the constituents in accordance with Attachment A of Order R2-2015-0007 (Detection Monitoring Program). Additionally, seep water will be collected and analyzed per the Order if there is sufficient flow to collect a sample.
- Environmental Sampling Services (Martinez, CA) - Groundwater and surface water samples will be collected by Environmental Sampling Services, who has sampled groundwater and surface water at Mussel Rock Landfill for the past 12 years.
- F3 & Associates (Benicia, CA) – F3 & Associates provided land surveying services to Tetra Tech at the Mussel Rock Landfill for the past 4 years. They also performed the slope monitoring surveys.



City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Amendment to Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC

Recommended Action

Recommend the City Council approve and authorize the City Manager to execute an Amendment to Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC.

Background

Intermountain Infrastructure Group, LLC ("Intermountain"), provides public and private organizations with the services required to plan, implement and maintain telecommunications infrastructure. Intermountain commonly provides its services by installation of underground telecommunication conduit in the public right-of-way. Typically, several of these conduits are installed in one alignment to serve multiple customers at once, allowing for efficient installation and consolidating the construction activities into one project.

Earlier this year Intermountain approached the City to apply for an encroachment permit to install telecommunications conduit and serve its customers within the City. Upon review of Intermountain's plans, staff and Intermountain recognized that approximately 12,000 linear feet of Intermountain's proposed conduit alignment matched the City's planned installation of traffic signal communication conduit as part of the City's Traffic Signal Management System. The City's traffic signal system included a combination of underground communication conduit and wireless communication infrastructure to connect all of the City's signalized intersections to a central controller. Upon receipt of additional encroachment permit applications and recognizing the opportunity for additional coordination, staff worked with Intermountain to coordinate efforts such that Intermountain would provide approximately an additional 14,000 linear feet of conduit for the City, primarily on Callan Boulevard, East Market, Mission Street, and Westlake Avenue, and would install approximately 31,000 feet of fiber optic cabling through all of the City's conduit.

Discussion

The proposed Amendment with Intermountain would establish the terms and conditions under which Intermountain would install approximately 14,000 linear feet of conduit for the City, as well as maintain the conduits for a period of 20 years.

Intermountain's larger project to install underground telecommunication conduit is planned for various parts of the City, including portions of Sullivan Avenue, Annie Street, 92nd Street, Edgeworth Avenue, 88th Street, Westlake Avenue, Washington Street, Mateo Avenue, School Street, Bruno Avenue, E Moltke Street, and Hill Street, which were slurry sealed by the City's contractors in 2021. To prevent aesthetic damage to recent slurry seals performed by the City's contractors, the City commonly requires encroachment permittees to restore the affected streets by performing a new slurry seal application upon completion of their work. The proposed

Amendment to the Agreement with Intermountain Infrastructure Group, LLC

Meeting Date: July 26, 2021

Page 2 of 2

Amendment would waive the requirement to perform a new slurry seal on certain portions of these streets in exchange for Intermountain's installation, dedication and maintenance of approximately 14,000 linear feet of conduit, as well as the installation of fiber cabling. All other regular street restoration requirements throughout Intermountain's project would remain in effect.

Fiscal Impact

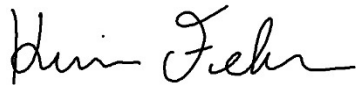
The value of installing the conduit and fiber cabling is approximately similar to the value of the City's slurry seal restoration requirements. The Amendment provides that the City will be responsible for \$38,256.00 in fiber splicing and testing costs, and sufficient funds for this work are available in the City's Capital Improvement Program funds. All permit fees will be paid for by Intermountain.

Summary/Conclusion

Recommend the City Council approve and authorize the City Manager to execute an Amendment to the Agreement for the Installation of Conduit with Intermountain Infrastructure Group, LLC.

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

Respectfully submitted,



Kevin Fehr
City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Amendment and Location Map

AMENDMENT TO AGREEMENT FOR THE INSTALLATION OF CONDUIT

This AMENDMENT TO THE AGREEMENT FOR THE INSTALLATION OF CONDUIT ("Amendment"), effective on August ____, 2021, is made by and between the CITY OF DALY CITY, a Municipal Corporation ("City") and Intermountain Infrastructure Group, LLC ("Contractor").

RECITALS

- A. City and Contractor entered into an Agreement for the Installation of Conduit December 12, 2019("Agreement")
- B. Contractor has completed the majority of work covered by the Agreement; and
- C. Contractor has plans to install additional conduit on behalf of various carriers throughout the City of Daly City's right-of-way; and
- D. City desires to have Contractor install an additional 1.25" diameter conduit of approximately 14,000 linear feet for the City's exclusive use, as set forth in more details in the attached Exhibit "A", hereby incorporated into this Amendment by this reference; and
- E. City desires to have Contractor install approximately 31,000 linear feet of fiber cabling and approximately 6,000 feet of slack cable within the conduit installed as part of the Agreement and this Amendment, 24-strand GYTA Fiber Optic Cable, singlemode cable with an aluminum tape, by Huihong Technologies or approved equal, as set forth in more details in the attached Exhibit "A"; and
- F. The City recently completed or plans to complete slurry seal projects on portions of Washington Avenue, Annie Street, 92nd Street, Edgeworth Avenue, 88th Street, Hill Street, West Market, Mateo Avenue, School Street, Bruno Avenue, West Moltke Street, and Westlake Avenue; and
- G. Contractor is willing to install conduit and fiber cabling and dedicate it to the City for the City's exclusive use in exchange for the City's waiver of certain restoration requirements related to the recently completed slurry seal improvement, or for the City's deferral of its plans to perform such slurry seal improvement; and
- H. The value of installing the conduit and fiber cabling is approximately similar to the value of the City's slurry seal restoration requirements and the value of the City's deferral of its plans to perform such slurry seal improvements on portions of Washington Avenue, Annie

Street, 92nd Street, Edgeworth Avenue, 88th Street, Hill Street, West Market, Mateo Avenue, School Street, Bruno Avenue, West Moltke Street, and Westlake Avenue; and

I. With due consideration established the City and Contractor desire to amend the Agreement by this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

AMENDED TERMS AND CONDITIONS

1. Contractor shall install an additional 1.25" diameter conduit of approximately 14,000 linear feet as shown in Exhibit "A", and associated laterals and hand-holes, for the exclusive use of the City at no cost to the City. Work shall be performed in accordance with the plans prepared by Intelconnect LLC (formerly known as Ingenium Solutions LLC) as approved by the City.

2. Contractor shall install approximately 31,000 linear feet of fiber cabling and approximately 6,000 feet of slack cable within the conduit installed as part of the Agreement and this Amendment, 24-strand GYTA Fiber Optic Cable, singlemode cable with an aluminum tape, by Huihong Technologies or approved equal, as set forth in more details in the attached Exhibit "A".

3. City shall waive all slurry seal restoration requirements related to the recently completed slurry seal projects, or the deferral thereof, located on Washington Avenue, Annie Street, 92nd Street, Edgeworth Avenue, 88th Street, Hill Street, West Market, Mateo Avenue, School Street, Bruno Avenue, West Moltke Street, and Westlake Avenue. All other regular restoration requirements such as those in Daly City Public Works Standards – Standard S-5 Street Trenching Pavement Restoration Dated 11/18/2018 will remain in effect. In the event that Contractor disagrees with City's interpretation of such requirements as applied during construction, Contractor may request to meet and confer with the City Engineer. Following a meet and confer between the City Engineer and the Contractor's representatives, the City Engineer will issue a written finding on the interpretation. The City Engineer's written finding shall be final and binding.

4. Upon completion of installation and passing inspection of conduit, associated laterals and hand-holes, and fiber cabling, City shall indicate its acceptance of the work by closing out all associated permits within 45 days of a passing final inspection. Thereafter, City shall possess and own the conduit, associated laterals and hand-holes, and fiber cabling. Contractor agrees to maintain the City-dedicated installed conduit for a period of twenty (20) years after the City's aforementioned acceptance of the work.

5. The City shall be responsible for the costs associated with splicing and testing of fiber cabling installed under this Amendment in amount equal to \$38,256.00.

6. All other terms of the Agreement shall be unchanged and shall remain enforceable and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first hereinabove mentioned.

CITY OF DALY CITY, a Municipal Corporation

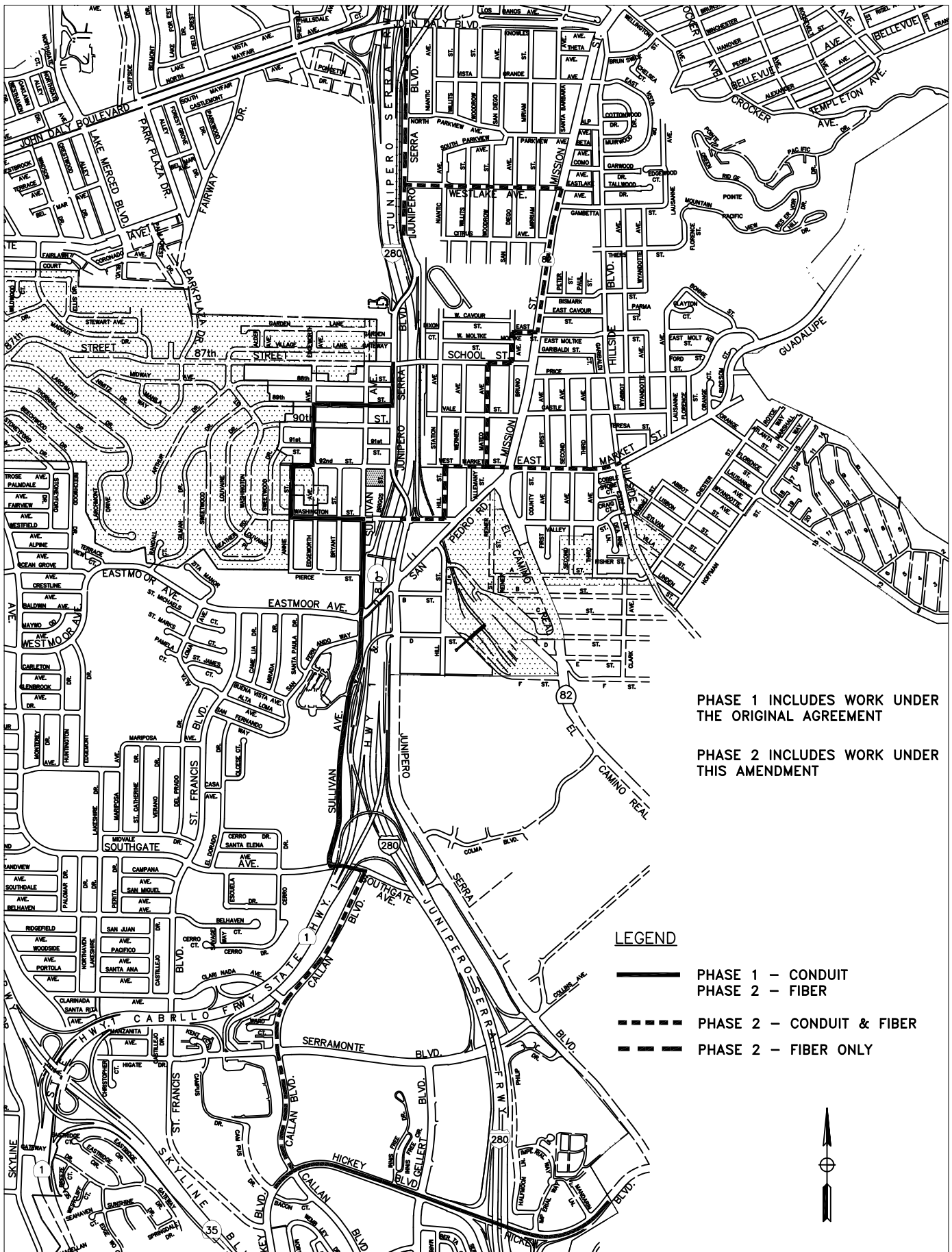
By: _____
Shawna Maltbie
City Manager

INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC

By:  _____

By: Jeff Yount - President & CEO

CRITICAL INFRASTRUCTURE FIBER NETWORK





City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Resolution Authorizing City Manager to Execute Three-year Agreement with ePlus Technology for Rubrik Data Protection Services

Recommended Action

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a three-year agreement with ePlus Technology for Rubrik and Wasabi to be the City's backup and recovery and cloud solution.

Background

ISD maintains a data storage and backup environment designed to minimize risk to the City of data loss due to system corruption, user error, and catastrophic system or data center failure. ISD has traditionally managed backup and recovery using an antiquated system of backing up to physical disk and archiving to physical tape. This traditional model has several shortcomings in protecting our network environment. The complex patchwork of hardware and software is notoriously hard to manage, unbearably slow, and not ready for the cloud. It is not able to defend against ransomware and other cyber threats. As these cybersecurity risks increase, it is imperative that we scale up the protection for these data systems that allow the City to serve the community. Accordingly, we recommend adopting a comprehensive approach to data protection using a modern backup solution with a globally recognized leader, Rubrik.

Discussion

ISD evaluated the gap in services provided by our current backup system and developed a list of technical and operational requirements and goals. Primary goals defined include developing a better ability to protect data, preventing Ransomware infection, recovering from Ransomware, and preparing for catastrophic failure. ISD then performed research across the industry seeking solutions to meet these goals. The team utilized analysis from Gartner along with reviewing technical documentation, participating in product demonstrations, and interviewing technical staff from other municipalities to formulate a plan for meeting these goals. After evaluating several alternatives and collaborating with staff from other counties, a combined approach of data storage, protection, and cloud storage was identified to meet these goals. Adding a backup solution that will provide immutable system copies for a minimum of 30 days and that will transport data offsite into the cloud for long term archive will serve to protect against Ransomware threats and physical disasters affecting the City data systems. Based on this analysis, Rubrik and Wasabi have been selected as the best fit and value for the City for data protection.

Fiscal Impact

The fiscal impact of replacing and enhancing our current backup system is estimated at \$113,137.89 over a three-year period, or \$37,712.63 per year. The advantages gained by this expense are many, as it will improve our backup systems and provide comprehensive data protection as well as enhance our data recovery capabilities. The pricing obtained is through the

City Council Agenda Report

Subject: Resolution Authorizing City Manager to Execute Three-year Agreement with ePlus Technology for Rubrik Data Protection Services

Page 2 of 2

State of California's NASPO Master Contract and National Cooperative Purchasing Alliance (NCPA) Contract. Sufficient funds are available in the ISD budget for this expense.

Summary/Conclusion

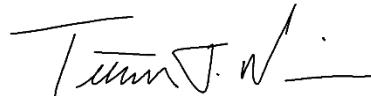
Staff recommends adopting a resolution authorizing the City Manager to execute a three-year contract with ePlus Technology, for the Rubrik and Wasabi solution, in the full amount of \$113,137.89.

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

Respectfully submitted,



Kenneth King
Senior Network Administrator
Information Services Division



Timothy Nevin
Director of Finance and
Administrative Services



City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: Authorizing City Manager to Enter into Agreement with the County of San Mateo for the Second Course Meal Program

Recommended Action

It is recommended that the City Council authorize the City Manager to enter into a one-year agreement from July 1, 2021 to June 30, 2022 with the County of San Mateo for the “Second Course” meal program.

Background

During the pandemic, the State-sponsored Great Plates Delivered program served older adults (60 years and older) who were unable to obtain or prepare meals on their own while sheltering in place with three meals per day, delivered to their homes from local restaurants. This program provided food security to vulnerable, homebound older adults, and helped sustain local restaurants facing COVID-19-related economic challenges. In San Mateo County, the highest amount of support through Great Plates Delivered was provided to Daly City residents: \$19,633,812 was invested in Daly City restaurants, 1,387 older adults were served and 892,446 meals were provided, until the program ended on July 9, 2021.

Through the new Second Course program, the County of San Mateo is working with local cities to ensure continuity of meal delivery to vulnerable residents as society recovers from the pandemic. The City’s Active Adult/Senior Services Unit is uniquely positioned to implement Second Course in Daly City due to its long history of meal provision to older adults as well as experience with pandemic-related food distribution.

The Active Adult/Senior Services Unit has managed the County of San Mateo’s Congregate Nutrition Program grant for senior meals and nutrition education for over 20 years. The program provides nutritious meals and activities that encourage socialization. On average, 35,000 meals are prepared annually at the Doelger Senior Center, with an average of 150 meals served daily at Café Doelger and the Lincoln Park Community Center. During the pandemic, the City transitioned to serving older adults through the Grab & Go (pick-up meals) and Home Delivered Meal programs. On average, the Active Adult/Senior Services Unit prepares approximately 650 frozen meals that serve 130 clients every week.

Discussion

When Great Plates Delivered ended on July 9, 2021, over 1,300 program participants resided in Daly City. County of San Mateo staff conducted outreach to all program participants to gauge ongoing need and has requested the Active Adults/Senior Services Unit to take on additional meal provision and delivery services for a subset of program participants that still require meals. The Unit determined it could serve an additional 150 participants each week through the Second Course program, alongside the standing Congregate Nutrition program.

The requirements of the Second Course program include providing home delivered meals to former Great Plates Delivered individuals 60 years and older who meet certain eligibility criteria. Homebound older adults will receive meals, nutrition education and nutrition risk screenings. Each

City Council Agenda Report

Subject: Authorizing City Manager to Enter into Agreement with the County of San Mateo for the Second Course Meal Program

Meeting Date: July 26, 2021

Page 2 of 3

meal will provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans.

To receive a home delivered meal, an individual must meet all of the following criteria:

1. Be an individual 60 years of age or older;
2. Be homebound because of incapacitating disability and/or illnesses;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;
5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition).

Through the contract with the County of San Mateo, the City would provide up to 19,500 meals over the next year, reimbursed at the rate of \$15 per meal provided. A contract amendment would be created should the program require more than 19,500 meals.

Fiscal Impact

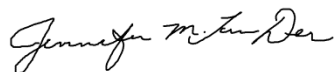
The Second Course program contract is based on monthly reimbursement for meals provided and delivered by the City of Daly City. Pending full provision of 19,500 meals, a total of \$292,500 would be received into Account 01-131-463-3603.

Summary/Conclusions

The City of Daly City has considerable experience with the preparation of nutritious meals specifically for older adults, and since 2020 has gained relevant experience with emergency pandemic food distribution including meal delivery. The City's Active Adults/Senior Services Unit can continue to play an important role in our recovery from the pandemic by serving former Great Plates Delivered participants under the new Second Course program. For these reasons, it is recommended that the City Council authorize the City Manager to enter into the attached agreement with the County of San Mateo.

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

Respectfully submitted,



Jennifer Der
Sr. Recreation Services Supervisor



Denise Brown
Recreation Services Manager

City Council Agenda Report

Subject: Authorizing City Manager to Enter into Agreement with the County of San Mateo for the Second Course Meal Program

Meeting Date: July 26, 2021

Page 3 of 3

A handwritten signature in black ink, appearing to read "Stephen Stolte". The signature is cursive and fluid, with the first name "Stephen" and last name "Stolte" clearly distinguishable.

Stephen Stolte
Assistant City Manager

Attachment: Agreement Between the County of San Mateo and the City of Daly City for the Second Course Program

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF DALY CITY

This Agreement is entered into this _____ day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Daly City, hereinafter called "Contractor" (together, the "Parties").

* * *

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

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director of Emergency Services to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, it is necessary and desirable that Contractor be engaged for the purpose of providing home delivered meals for the County's Second Course home delivered meal program;

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit H—HIPPA Business Associate Requirements
Exhibit I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two hundred ninety two thousand and five hundred dollars(\$292,500). If County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed under this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2022.

Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of Aging and Adult Services or the Director's designee at any time without a requirement of good cause upon seven (7) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4. 107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws." Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

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

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments," exceeds two-hundred thousand dollars (\$200,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

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

15. Dispute Resolution; Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Moony Tong, Financial Services Manager
Address: PO Box 5892, San Mateo, CA 94402
Telephone: 650-670-5371
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Denise Brown, Recreation Services Manager
Address: 101 Lake Merced Boulevard, Daly City, CA 94015
Telephone: 650-991-8004
Email: dbrown@dalycity.org

17. Electronic Signature

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

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* *

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

For Contractor: _____

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

Deputy Chief, Acting Director, Public Health, Policy and Planning

Date:

**EXHIBIT A CITY OF DALY CITY
FY21-22 DESCRIPTION OF SERVICES**

In consideration of the payments set forth in Exhibit B, Contractor shall provide funding supporting the Second Course Home Delivered Meals program to eligible individuals.

I. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Program Requirements

The San Mateo County sponsored Second Course program will provide home delivered meals to former Great Plates Delivered individuals 60 years of age and older who meet the program's eligibility criteria. Homebound older individuals will receive meals, nutrition education and nutrition risk screenings. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans [22CCR 7135, 22CCR 76383.7 ©].

Contractor agrees to:

1. Conform to the appropriate federal, State and local nutrition requirements, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Operate the program Monday-Friday.
3. Submit menus for approval by the AAS registered dietitian that comply with the most current Dietary Guidelines for Americans by the US Department of Health and Human Services and the US Department of Agriculture.
4. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Generally accepted standards for food safety, County policies and procedures must guarantee the following: a. Inspection of non-food preparation nutrition sites at least every year and b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
5. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to the site manager.
6. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the home delivery service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, etc.
7. Providers are required to conduct eligibility and status reassessment of all participants every four months. The assessment tool used will be approved by AAS and assessments will be conducted by trained intake and social services staff.
8. Prioritize services if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:

First Priority – Acute Care: A person newly released from hospital with no caregiver;

Second Priority – Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;

Third Priority – Other: All other homebound adults with disabilities.

9. Frozen meals produced in a nutrition services provider kitchen shall:

Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code (CRFC);

Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;

Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;

Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and

Be discarded according to the USDA and FDA guidelines;

10. Ensure participants receive written instructions in the language of the majority of participants for handling and reheating meals.

To receive a home delivered meal, an individual must meet **all** of the following criteria:

1. Be an individual 60 years of age or older;
2. Be homebound because of incapacitating disability and/or illnesses;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;
5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition);

Units of Service

Contractor agrees to provide 19,500 Units of Service

Unit Definitions

A **meal** provided to an eligible individual in his or her place of residence that meets all of the requirements of State/local laws and assures a minimum one-third of the current Dietary Reference Intake (DRI), and complies with the most current Dietary Guidelines for Americans.

Unit of Service: One meal

II. ADMINISTRATIVE REQUIREMENTS

- A. Contractor agrees to provide demographics on clients served upon request.
- B. Contractor agrees to provide nutritional risk assessment and reassessment data upon request.
- C. Contractor agrees to submit monthly invoices for payment of meals provided.
- D. The data and narrative reports describing program outcomes and status of performance toward goals, may be used for press releases, County dashboards and other public documents.

**EXHIBIT B
CITY OF DALY CITY
FY2021-2022 PAYMENT AND RATES**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Period	Deliverables	Amount	Invoice Due
July 1, 2021-June 30, 2022	19,500 meals; reimbursed at a rate of \$15 per meal provided	\$292,500	Monthly invoices submitted with number of meals provided

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

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

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

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

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

☐

a. Employs fewer than 15 persons.

☐

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF JUNE 2021

06/09/2021

CHECKS ISSUED	-	#390889 TO 390890
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

06/10/2021

CHASE CREDIT CARD	-	N/A – Electronic Payment
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06/15/2021

CHECKS ISSUED	-	#390891 TO 391175
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

06/30/2021

CHECKS ISSUED	-	#391176 TO 391514
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED  FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2020-2021

	MONTH	TOTAL
2020	July	\$ 11,852,440.75
	August	6,866,234.63
	September	5,968,221.41
	October	6,274,831.45
	November	5,933,677.28
	December	5,729,516.88
2021	January	8,078,121.41
	February	4,598,712.57
	March	8,121,939.33
	April	5,247,202.30
	May	8,562,682.26
	June	7,460,923.40
	TOTAL	\$ 84,694,503.67

JUNE 2021 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 2,715,909.38	\$ 29,486,743.29	34.8%
Gas Tax Fund	1,139,725.68	8,797,588.84	10.4%
Utility/Enterprise Funds	3,605,288.34	46,410,171.54	54.8%
Total:	\$ 7,460,923.40	\$ 84,694,503.67	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00390889	48520	DALY CITY PARTNERSHIP	06/09/21	107,795.56	MW	IS	
AP CHK 00390890	1110	UNITED STATES POSTAL SERVIC	06/09/21	6,000.00	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	113,795.56	Number of Checks Processed:	2
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 113,795.56

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
CB CHK 00061021	49024	JP MORGAN CHASE BANK N	06/10/21	29,667.32	HW	IS	Hand Written

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	29,667.32	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 29,667.32

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00390891	17193R	21ST CENTURY HOME IMPROVEME	06/15/21	1,901.00	MW	IS	
AP CHK 00390892	35125	A BLACK TIE AFFAIR INC	06/15/21	885.64	MW	IS	
AP CHK 00390893	56174R	A D CONSTRUCTION	06/15/21	3,473.07	MW	IS	
AP CHK 00390894	55575	ACTIVE WELLNESS LLC	06/15/21	505.00	MW	IS	
AP CHK 00390895	1514	ADAM HILL COMPANY, THE	06/15/21	2,753.88	MW	IS	
AP CHK 00390896	5034	ADAMSON POLICE PRODUCTS	06/15/21	5,414.61	MW	IS	
AP CHK 00390897	32391R	AGUIRRE III, BALTAZAR	06/15/21	827.31	MW	IS	
AP CHK 00390898	29880	AIRGAS USA LLC	06/15/21	465.09	MW	IS	
AP CHK 00390899	42259R	AKM CONSTRUCTION	06/15/21	725.00	MW	IS	
AP CHK 00390900	1465	ALBERTSONS SAFEWAY	06/15/21	766.46	MW	IS	
AP CHK 00390901	14004	ALERT PEST CONTROL COMPANY	06/15/21	2,194.50	MW	IS	
AP CHK 00390902	1025	ALHAMBRA	06/15/21	358.86	MW	IS	
AP CHK 00390903	49642	ALL CITY MANAGEMENT SERVICE	06/15/21	5,397.84	MW	IS	
AP CHK 00390904	36102R	ALL FOUR SEASONS ROOFING	06/15/21	275.00	MW	IS	
AP CHK 00390905	37095	ALL INDUSTRIAL ELECTRIC SUP	06/15/21	657.29	MW	IS	
AP CHK 00390906	37116	ALPHA ANALYTICAL LABORATORI	06/15/21	16,497.45	MW	IS	
AP CHK 00390907	45439JREN	AMERICAN MEDICAL RESPONSE	06/15/21	500.00	MW	IS	
AP CHK 00390908	38846	AMERICAN MESSAGING	06/15/21	29.39	MW	IS	
AP CHK 00390909	23649	AMERICAN TRUCK & TRAILER BO	06/15/21	418.74	MW	IS	
AP CHK 00390910	2719	AMERICAN WATER WORKS ASSOCI	06/15/21	3,974.00	MW	IS	
AP CHK 00390911	2719	AMERICAN WATER WORKS ASSOCI	06/15/21	294.00	MW	IS	
AP CHK 00390912	42310	AMERINAT	06/15/21	338.70	MW	IS	
AP CHK 00390913	47739	APPLIED AIR FILTERS INC	06/15/21	307.65	MW	IS	
AP CHK 00390914	20925	AQUARIUS ENTERPRISES INC	06/15/21	945.00	MW	IS	
AP CHK 00390915	55833	ARAMARK	06/15/21	752.96	MW	IS	
AP CHK 00390916	1101	AT&T	06/15/21	258.56	MW	IS	
AP CHK 00390917	47003	AT&T	06/15/21	103.81	MW	IS	
AP CHK 00390918	47003	AT&T	06/15/21	103.81	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00390919	6413	AT&T MOBILITY	06/15/21	973.92	MW	IS	
AP CHK 00390920	6413	AT&T MOBILITY	06/15/21	2,094.71	MW	IS	
AP CHK 00390921	6413	AT&T MOBILITY	06/15/21	3,089.35	MW	IS	
AP CHK 00390922	6413	AT&T MOBILITY	06/15/21	1,006.81	MW	IS	
AP CHK 00390923	6413	AT&T MOBILITY	06/15/21	1,605.41	MW	IS	
AP CHK 00390924	6413	AT&T MOBILITY	06/15/21	19.08	MW	IS	
AP CHK 00390925	6413	AT&T MOBILITY	06/15/21	638.67	MW	IS	
AP CHK 00390926	6413	AT&T MOBILITY	06/15/21	167.25	MW	IS	
AP CHK 00390927	6413	AT&T MOBILITY	06/15/21	178.02	MW	IS	
AP CHK 00390928	23719	ATCO INTERNATIONAL	06/15/21	1,282.25	MW	IS	
AP CHK 00390929	54858	AU ENERGY	06/15/21	216.00	MW	IS	
AP CHK 00390930	6122	BACWA	06/15/21	1,543.24	MW	IS	
AP CHK 00390931	49645	BADGE FRAME INC	06/15/21	139.43	MW	IS	
AP CHK 00390932	54719	BARNES WELDING	06/15/21	586.06	MW	IS	
AP CHK 00390933	7950	BAY AREA AIR QUALITY MANAGE	06/15/21	356.00	MW	IS	
AP CHK 00390934	23411	BAY CITY SCALE INC	06/15/21	300.00	MW	IS	
AP CHK 00390935	19200	BIRITE FOODSERVICE DISTRIBU	06/15/21	4,674.24	MW	IS	
AP CHK 00390936	27835	BISHOP COMPANY	06/15/21	2,089.35	MW	IS	
AP CHK 00390937	48840	BK TECHNOLOGIES INC	06/15/21	371.89	MW	IS	
AP CHK 00390938	22205	BLACKSTONE PUBLISHING	06/15/21	1,073.90	MW	IS	
AP CHK 00390939	56160	BLUE FLAMINGO MARKETING	06/15/21	20,500.00	MW	IS	
AP CHK 00390940	51296	BLUE LINE TRANSFER INC	06/15/21	103.50	MW	IS	
AP CHK 00390941	56186R	BUGARIN, BRENT	06/15/21	66.00	MW	IS	
AP CHK 00390942	48259	BWNVT MOTORS INC	06/15/21	6,660.49	MW	IS	
AP CHK 00390943	55991	CAL ENGINEERING & GEOLOGY I	06/15/21	36,963.32	MW	IS	
AP CHK 00390944	15093	CALBO	06/15/21	280.00	MW	IS	
AP CHK 00390945	36927	CALCON SYSTEMS INC	06/15/21	3,460.00	MW	IS	
AP CHK 00390946	1196	CALIFORNIA WATER SERVICE CO	06/15/21	214.67	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00390947	48350	CARTOON ART MUSEUM	06/15/21	80.00	MW	IS	
AP CHK 00390948	36934R	CASTILLO, HANS	06/15/21	16,416.42	MW	IS	
AP CHK 00390949	54917R	CBS CONSTRUCTION	06/15/21	3,391.24	MW	IS	
AP CHK 00390950	28636	CDW GOVERNMENT INC	06/15/21	12,155.83	MW	IS	
AP CHK 00390951	2930	CED CONTRACTORS SF	06/15/21	271.20	MW	IS	
AP CHK 00390952	24769	CENTER POINT LARGE PRINT	06/15/21	46.48	MW	IS	
AP CHK 00390953	54974	CENTRAL ANIMAL HOSPITAL	06/15/21	696.00	MW	IS	
AP CHK 00390954	10299JPA	CENTRAL COUNTY FIRE DEPARTM	06/15/21	22,231.67	MW	IS	
AP CHK 00390955	56175R	CENTRAL PETROLEUM MAINTENAN	06/15/21	620.00	MW	IS	
AP CHK 00390956	54918R	CFY CONSTRUCTION INC	06/15/21	825.00	MW	IS	
AP CHK 00390957	48727	CINTAS CORPORATION	06/15/21	1,612.01	MW	IS	
AP CHK 00390958	3678	CINTAS CORPORATION #464	06/15/21	4,456.03	MW	IS	
AP CHK 00390959	35395	CITY AUTO SUPPLY	06/15/21	2,305.74	MW	IS	
AP CHK 00390960	55905	CITY CONSULTANTS & RESEARCH	06/15/21	625.00	MW	IS	
AP CHK 00390961	46465JPA	CITY OF BELMONT	06/15/21	5,357.50	MW	IS	
AP CHK 00390962	6649JPA	CITY OF BRISBANE	06/15/21	3,389.33	MW	IS	
AP CHK 00390963	43155JPA	CITY OF DALY CITY	06/15/21	13,677.42	MW	IS	
AP CHK 00390964	5342JPA	CITY OF FOSTER CITY	06/15/21	5,892.42	MW	IS	
AP CHK 00390965	6034JPA	CITY OF PACIFICA	06/15/21	4,888.00	MW	IS	
AP CHK 00390966	55405JPA	CITY OF REDWOOD CITY	06/15/21	10,204.75	MW	IS	
AP CHK 00390967	20562JPA	CITY OF SAN BRUNO	06/15/21	3,568.58	MW	IS	
AP CHK 00390968	46083JPA	CITY OF SAN CARLOS	06/15/21	6,008.67	MW	IS	
AP CHK 00390969	25816JPA	CITY OF SAN MATEO	06/15/21	14,993.58	MW	IS	
AP CHK 00390970	54186	CIVICPLUS INC	06/15/21	600.00	MW	IS	
AP CHK 00390971	20045	CLEANSMART SOLUTIONS INC	06/15/21	1,489.86	MW	IS	
AP CHK 00390972	25819JPA	COLMA FIRE PROTECTION DISTR	06/15/21	2,968.08	MW	IS	
AP CHK 00390973	47244	COMCAST	06/15/21	89.96	MW	IS	
AP CHK 00390974	49446	COMCAST	06/15/21	106.31	MW	IS	

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AP CHK 00390975	52453	COMCAST	06/15/21	115.06	MW	IS	
AP CHK 00390976	52652	COMCAST	06/15/21	165.15	MW	IS	
AP CHK 00390977	12578	COMPLETE LINEN SERVICE INC	06/15/21	141.60	MW	IS	
AP CHK 00390978	52002	CONTRA COSTA COUNTY SHERIFF	06/15/21	8,770.00	MW	IS	
AP CHK 00390979	16128	COUNTY OF SAN MATEO	06/15/21	18,628.00	MW	IS	
AP CHK 00390980	43157JPA	COUNTY OF SAN MATEO	06/15/21	980.00	MW	IS	
AP CHK 00390981	1053	CPS HR CONSULTING	06/15/21	552.00	MW	IS	
AP CHK 00390982	42324	CRIME SCENE CLEANERS INC	06/15/21	840.00	MW	IS	
AP CHK 00390983	48323	CRYSTAL CREAMERY	06/15/21	713.71	MW	IS	
AP CHK 00390984	28906	CSG CONSULTANTS INC	06/15/21	56,725.00	MW	IS	
AP CHK 00390985	2293	CSMFO	06/15/21	75.00	MW	IS	
AP CHK 00390986	53761	CT WEST INC	06/15/21	3,594.31	MW	IS	
AP CHK 00390987	7274	CUMMINS SALES AND SERVICE	06/15/21	683.90	MW	IS	
AP CHK 00390988	19907	CWEA-TCP	06/15/21	10,346.00	MW	IS	
AP CHK 00390989	1836	DAILY JOURNAL CORPORATION	06/15/21	908.10	MW	IS	
AP CHK 00390990	53763	DALY CITY BASEBALL ASSOCIAT	06/15/21	1,400.00	MW	IS	
AP CHK 00390991	1414	DALY CITY CENTRAL CASHIER	06/15/21	1,317.00	MW	IS	
AP CHK 00390992	36807	DALY CITY TEST ONLY	06/15/21	120.00	MW	IS	
AP CHK 00390993	51806	DAVID J POWERS & ASSOCIATES	06/15/21	11,683.26	MW	IS	
AP CHK 00390994	48981	DC FROST ASSOCIATES INC	06/15/21	3,447.06	MW	IS	
AP CHK 00390995	1299	DEPARTMENT OF JUSTICE	06/15/21	49.00	MW	IS	
AP CHK 00390996	52039	DIPIETRO AND ASSOCIATES INC	06/15/21	175.00	MW	IS	
AP CHK 00390997	30629LAW	DOWNEY BRAND ATTORNEYS LLP	06/15/21	315.00	MW	IS	
AP CHK 00390998	1061	DUNN EDWARDS CORPORATION	06/15/21	752.76	MW	IS	
AP CHK 00390999	48177	EAST BAY TIRE CO	06/15/21	111.95	MW	IS	
AP CHK 00391000	40611	ECMS INC	06/15/21	2,084.71	MW	IS	
AP CHK 00391001	53583	ECOHERO SHOW LLC, THE	06/15/21	275.00	MW	IS	
AP CHK 00391002	51129R	EJ BUILDERS	06/15/21	1,175.00	MW	IS	

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AP CHK 00391003	31414	ENV SERVICES INC	06/15/21	280.09	MW	IS	
AP CHK 00391004	3786	ENVIRONMENTAL RESOURCE ASSO	06/15/21	1,955.92	MW	IS	
AP CHK 00391005	1049	EQUIFAX INFORMATION SVCS LL	06/15/21	52.18	MW	IS	
AP CHK 00391006	26327	EWING IRRIGATION PRODUCTS I	06/15/21	5,425.70	MW	IS	
AP CHK 00391007	36077	FASTENAL COMPANY	06/15/21	16.97	MW	IS	
AP CHK 00391008	17884	FEDEX	06/15/21	30.63	MW	IS	
AP CHK 00391009	56099R	FEHR, KEVIN	06/15/21	180.00	MW	IS	
AP CHK 00391010	37459	FIRE CONNECTION INC, THE	06/15/21	145.97	MW	IS	
AP CHK 00391011	19787	FIRST CHOICE COFFEE SERVICE	06/15/21	307.45	MW	IS	
AP CHK 00391012	56176R	FONG, WINNIE	06/15/21	485.00	MW	IS	
AP CHK 00391013	47590	FOSTER FLOW CONTROL	06/15/21	1,248.70	MW	IS	
AP CHK 00391014	56191	FRANCHISE TAX BOARD	06/15/21	187.50	MW	IS	
AP CHK 00391015	G-HOLMES	FRANCHISE TAX BOARD	06/15/21	200.00	MW	IS	
AP CHK 00391016	47673	G3 ENGINEERING INC	06/15/21	7,397.92	MW	IS	
AP CHK 00391017	48009	GALE CENGAGE LEARNING	06/15/21	23.53	MW	IS	
AP CHK 00391018	56170	GAVIN'S PAINTING	06/15/21	5,950.00	MW	IS	
AP CHK 00391019	48247	GCS ENVIRONMENTAL EQUIPMENT	06/15/21	308.29	MW	IS	
AP CHK 00391020	4581	GOLDEN BAY CONSTRUCTION INC	06/15/21	530,068.67	MW	IS	
AP CHK 00391021	1754	GRAINGER INC	06/15/21	7,981.81	MW	IS	
AP CHK 00391022	1571	GRANITEROCK	06/15/21	1,891.12	MW	IS	
AP CHK 00391023	53721	GRAPHICS ON THE EDGE	06/15/21	188.33	MW	IS	
AP CHK 00391024	29425	GRAPHTECH GRAPHICS	06/15/21	76.11	MW	IS	
AP CHK 00391025	1123	GRAYBAR ELECTRIC CO INC	06/15/21	62.21	MW	IS	
AP CHK 00391026	37554R	GREGORIO, JOYCE	06/15/21	268.58	MW	IS	
AP CHK 00391027	56177R	GUO, YUAN HONG IVY	06/15/21	2,500.92	MW	IS	
AP CHK 00391028	2223	HACH COMPANY	06/15/21	456.03	MW	IS	
AP CHK 00391029	50087	HANNA INSTRUMENTS USA INC	06/15/21	220.62	MW	IS	
AP CHK 00391030	3702	HARRINGTON INDUSTRIAL PLAST	06/15/21	301.64	MW	IS	

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AP CHK 00391031	49850	HELLO HOUSING	06/15/21	8,025.00	MW	IS	
AP CHK 00391032	11376	HEWLETT PACKARD ENTERPRISE	06/15/21	84,144.86	MW	IS	
AP CHK 00391033	17021	HF&H CONSULTANTS LLC	06/15/21	2,373.00	MW	IS	
AP CHK 00391034	32874R	HIGHLAND CONSTRUCTION CO	06/15/21	275.00	MW	IS	
AP CHK 00391035	54590	HOME DEPOT PRO, THE	06/15/21	4,266.08	MW	IS	
AP CHK 00391036	56109	HONEY BUCKET	06/15/21	209.00	MW	IS	
AP CHK 00391037	41818	HUNTINGTON COURT REPORTERS	06/15/21	713.60	MW	IS	
AP CHK 00391038	48933	INFOSEND INC	06/15/21	6,467.34	MW	IS	
AP CHK 00391039	31781	INNOVATIVE CLAIM SOLUTIONS	06/15/21	14,751.75	MW	IS	
AP CHK 00391040	50666	INTERNATIONAL ASSOC OF ARSO	06/15/21	100.00	MW	IS	
AP CHK 00391041	35776	INTERNATIONAL PUBLIC MANAGE	06/15/21	417.00	MW	IS	
AP CHK 00391042	10144	KAMAN INDUSTRIAL TECHNOLOGI	06/15/21	718.84	MW	IS	
AP CHK 00391043	56155R	KIM, ANDREW	06/15/21	1,800.00	MW	IS	
AP CHK 00391044	39604	KIMBALL MIDWEST	06/15/21	221.69	MW	IS	
AP CHK 00391045	49414	KITTELSON & ASSOCIATES INC	06/15/21	4,455.00	MW	IS	
AP CHK 00391046	51402R	KLATT, JOHN	06/15/21	50.50	MW	IS	
AP CHK 00391047	48396R	KOFELOA, SIONE	06/15/21	208.59	MW	IS	
AP CHK 00391048	56178R	KONG, ARTHUR	06/15/21	3,444.46	MW	IS	
AP CHK 00391049	48573	KOSMONT COMPANIES	06/15/21	1,224.60	MW	IS	
AP CHK 00391050	1108	L N CURTIS AND SONS	06/15/21	1,542.43	MW	IS	
AP CHK 00391051	52612R	LC HOME BUILDER INC	06/15/21	3,275.00	MW	IS	
AP CHK 00391052	56189R	LEE, JOHN	06/15/21	706.50	MW	IS	
AP CHK 00391053	33497	LEGACY MECHANICAL & ENERGY	06/15/21	8,740.00	MW	IS	
AP CHK 00391054	45083	LEHR	06/15/21	223.72	MW	IS	
AP CHK 00391055	37094	LEXISNEXIS RISK DATA MANAGE	06/15/21	510.00	MW	IS	
AP CHK 00391056	56179R	LI, CHUNJIE	06/15/21	1,931.11	MW	IS	
AP CHK 00391057	12906LAW	LIEBERT CASSIDY WHITMORE	06/15/21	2,926.00	MW	IS	
AP CHK 00391058	14431	LINDE INC	06/15/21	15,896.12	MW	IS	

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AP CHK 00391059	29332	LORAL LANDSCAPING	06/15/21	41,007.14	MW	IS	
AP CHK 00391060	49874	LOU'S GLOVES INC	06/15/21	1,095.00	MW	IS	
AP CHK 00391061	27066	MANAGED HEALTH NETWORK	06/15/21	1,857.60	MW	IS	
AP CHK 00391062	56180R	MATTHEW W JOHNSON GENERAL C	06/15/21	1,265.00	MW	IS	
AP CHK 00391063	25805JPA	MENLO PARK FIRE PROTECTION	06/15/21	19,454.83	MW	IS	
AP CHK 00391064	23949	METRO MOBILE COMMUNICATIONS	06/15/21	1,660.79	MW	IS	
AP CHK 00391065	41679R	MIGALE, PETER JOHN	06/15/21	5,805.28	MW	IS	
AP CHK 00391066	49476R	MOALA, JOSHUA	06/15/21	150.00	MW	IS	
AP CHK 00391067	27389	MOORE IACOFANO GOLTSMAN INC	06/15/21	92.50	MW	IS	
AP CHK 00391068	54686	MOTOPORT USA	06/15/21	3,729.02	MW	IS	
AP CHK 00391069	15210	MUNICIPAL MAINTENANCE EQUIP	06/15/21	1,384.79	MW	IS	
AP CHK 00391070	52244	NEUWASTE BUSINESS RECYCLING	06/15/21	9,233.50	MW	IS	
AP CHK 00391071	49974	NGLIC	06/15/21	1,422.62	MW	IS	
AP CHK 00391072	46186	NOBLE IMAGE INC	06/15/21	579.40	MW	IS	
AP CHK 00391073	20019	NORCAL FPO	06/15/21	55.00	MW	IS	
AP CHK 00391074	55546	NORTH AMERICAN FENCE & RAIL	06/15/21	6,860.00	MW	IS	
AP CHK 00391075	15763	NORTH COAST COUNTY WATER DI	06/15/21	52.13	MW	IS	
AP CHK 00391076	25761	NORTHERN SAFETY CO INC	06/15/21	211.91	MW	IS	
AP CHK 00391077	1055	OFFICE DEPOT	06/15/21	437.53	MW	IS	
AP CHK 00391078	15337	OFFICE DEPOT	06/15/21	507.99	MW	IS	
AP CHK 00391079	42500	OFFICE DEPOT	06/15/21	1,529.48	MW	IS	
AP CHK 00391080	55503	OLIVER PACKAGING & EQUIPMEN	06/15/21	1,999.37	MW	IS	
AP CHK 00391081	55555	OVERDRIVE INC	06/15/21	1,341.66	MW	IS	
AP CHK 00391082	42838	PACE SUPPLY CORP	06/15/21	267.45	MW	IS	
AP CHK 00391083	1216	PACIFIC GAS & ELECTRIC	06/15/21	33,885.84	MW	IS	
AP CHK 00391084	1080	PACIFIC NURSERIES	06/15/21	1,829.94	MW	IS	
AP CHK 00391085	29252	PACIFIC PRODUCE INC	06/15/21	1,103.05	MW	IS	
AP CHK 00391086	56188R	PADLAN, YOLANDA D	06/15/21	40.00	MW	IS	

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AP CHK 00391087	31575R	PADREDDII, MICHAEL	06/15/21	225.00	MW	IS	
AP CHK 00391088	25031R	PARDILLA, EMERENCIANA	06/15/21	572.21	MW	IS	
AP CHK 00391089	50620	PARK ENGINEERING INC	06/15/21	75,112.69	MW	IS	
AP CHK 00391090	53495	PAVEMENT ENGINEERING INC	06/15/21	2,880.00	MW	IS	
AP CHK 00391091	3297	PENINSULA LIBRARY SYSTEM	06/15/21	30,749.97	MW	IS	
AP CHK 00391092	19678	PERS LONG TERM CARE PROGRAM	06/15/21	194.99	MW	IS	
AP CHK 00391093	47044	PETERSON TRUCKS INC	06/15/21	392.88	MW	IS	
AP CHK 00391094	56184R	PIEROTTI, NICHOLAS	06/15/21	180.00	MW	IS	
AP CHK 00391095	54331	PIIAN SYSTEMS LLC	06/15/21	5,509.02	MW	IS	
AP CHK 00391096	25817JPA	POINT MONTARA HALF MOON BAY	06/15/21	9,857.25	MW	IS	
AP CHK 00391097	16440	PRAXAIR DISTRIBUTION INC	06/15/21	20.42	MW	IS	
AP CHK 00391098	54947R	PRO SUPERIOR CONSTRUCTION	06/15/21	605.60	MW	IS	
AP CHK 00391099	56137	PROCURE AMERICA INC	06/15/21	15,958.77	MW	IS	
AP CHK 00391100	53664	PROPRINT	06/15/21	17,849.74	MW	IS	
AP CHK 00391101	54044	QUADIEN T LEASING USA INC	06/15/21	1,652.35	MW	IS	
AP CHK 00391102	1115	R & B COMPANY	06/15/21	1,764.57	MW	IS	
AP CHK 00391103	27398	R & S ERECTION NORTH PENINS	06/15/21	983.00	MW	IS	
AP CHK 00391104	41549R	R P CONSTRUCTION INC	06/15/21	1,025.00	MW	IS	
AP CHK 00391105	48668JPA	RAVNTECH CORPORATION	06/15/21	6,136.33	MW	IS	
AP CHK 00391106	50803	READYREFRESH BY NESTLE	06/15/21	84.85	MW	IS	
AP CHK 00391107	30925	REBUILDING TOGETHER	06/15/21	15,876.14	MW	IS	
AP CHK 00391108	54706R	REDWOOD ROOFING COMPANY	06/15/21	275.00	MW	IS	
AP CHK 00391109	32503R	REES, JOSHUA	06/15/21	122.22	MW	IS	
AP CHK 00391110	1200	REPUBLIC SERVICES OF NORTH	06/15/21	1,927,296.84	MW	IS	
AP CHK 00391111	56183	RISE HOUSING SOLUTIONS INC	06/15/21	1,397.50	MW	IS	
AP CHK 00391112	44961R	RONALD H CAMPOS CONSTRUCTIO	06/15/21	500.00	MW	IS	
AP CHK 00391113	30284R	ROSALES, MICHAEL	06/15/21	225.00	MW	IS	
AP CHK 00391114	1087	SAFETY KLEEN SYSTEMS INC	06/15/21	2,312.83	MW	IS	

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AP CHK 00391115	51614	SAN MATEO CART SERVICE	06/15/21	562.50	MW	IS	
AP CHK 00391116	56154	SAN MATEO CONSOLIDATED FIRE	06/15/21	669.48	MW	IS	
AP CHK 00391117	12544	SAN MATEO COUNTY CONTROLLER	06/15/21	62,709.60	MW	IS	
AP CHK 00391118	43158JPA	SAN MATEO COUNTY FIRE COUNT	06/15/21	16,570.00	MW	IS	
AP CHK 00391119	56190R	SAN MATEO COUNTY HEALTH - P	06/15/21	5,311.92	MW	IS	
AP CHK 00391120	18047	SAN MATEO COUNTY PUBLIC	06/15/21	383,647.50	MW	IS	
AP CHK 00391121	35246	SAN MATEO COUNTY SHERIFFS O	06/15/21	13,738.00	MW	IS	
AP CHK 00391122	13987MED	SAN MATEO MEDICAL CENTER	06/15/21	3,500.00	MW	IS	
AP CHK 00391123	55607	SANTANA, BRUNO	06/15/21	3,000.00	MW	IS	
AP CHK 00391124	54717	SANTANA, VALERIA CRISTINA	06/15/21	11,800.00	MW	IS	
AP CHK 00391125	49441	SC FUELS	06/15/21	29,319.30	MW	IS	
AP CHK 00391126	55890	SEMITORR GROUP INC	06/15/21	32,736.23	MW	IS	
AP CHK 00391127	1111	SF - WATER	06/15/21	243,703.21	MW	IS	
AP CHK 00391128	50625R	SF CROWN ROOFING INC	06/15/21	275.00	MW	IS	
AP CHK 00391129	49695	SHRED IT USA	06/15/21	629.46	MW	IS	
AP CHK 00391130	46212R	SKEEHAN, PETER	06/15/21	150.00	MW	IS	
AP CHK 00391131	32237	SMART & FINAL STORES LLC	06/15/21	14.46	MW	IS	
AP CHK 00391132	29998	SNAP ON INDUSTRIAL	06/15/21	505.22	MW	IS	
AP CHK 00391133	46741	SOUTH BAY FOUNDRY INC	06/15/21	9,986.40	MW	IS	
AP CHK 00391134	26862	SOUTH BAY REGIONAL PUBLIC S	06/15/21	3,851.00	MW	IS	
AP CHK 00391135	55808	SOUTHERN COUNTIES LUBRICANT	06/15/21	16,934.94	MW	IS	
AP CHK 00391136	27161	SSFFD	06/15/21	60.00	MW	IS	
AP CHK 00391137	45084	STEPFORD INC	06/15/21	1,750.00	MW	IS	
AP CHK 00391138	40900	STEVENS BAY AREA DIESEL SER	06/15/21	960.00	MW	IS	
AP CHK 00391139	1090	STEWART CHEVROLET CADILLAC	06/15/21	476.14	MW	IS	
AP CHK 00391140	41750R	SUMNER, PATRICK	06/15/21	106.00	MW	IS	
AP CHK 00391141	54045	SUNRISE ENVIRONMENTAL	06/15/21	641.23	MW	IS	
AP CHK 00391142	18334	SUPERION LLC	06/15/21	20,310.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391143	46855	TELE WORKS INC	06/15/21	2,372.91	MW	IS	
AP CHK 00391144	45972	THIRD DEGREE COMMUNICATIONS	06/15/21	1,050.00	MW	IS	
AP CHK 00391145	1201	THOMSON REUTERS WEST	06/15/21	2,676.02	MW	IS	
AP CHK 00391146	56048	THORPE DESIGN INC	06/15/21	1,923.23	MW	IS	
AP CHK 00391147	22184R	TOM LEE ROOFING INC	06/15/21	275.00	MW	IS	
AP CHK 00391148	53970	TRIDENT K9 CONSULTING	06/15/21	1,125.00	MW	IS	
AP CHK 00391149	52033	TRIEPEI SMITH & ASSOCIATES	06/15/21	768.00	MW	IS	
AP CHK 00391150	55488	TRITECH SOFTWARE SYSTEMS	06/15/21	1,080.00	MW	IS	
AP CHK 00391151	26803	TURBO DATA SYSTEMS INC	06/15/21	14,600.64	MW	IS	
AP CHK 00391152	4675	TURF & INDUSTRIAL EQUIPMENT	06/15/21	522.40	MW	IS	
AP CHK 00391153	56185R	UNGCO, RACHEL	06/15/21	150.00	MW	IS	
AP CHK 00391154	50490	UNITEDHEALTHCARE INSURANCE	06/15/21	352.82	MW	IS	
AP CHK 00391155	32209	UNIVAR SOLUTIONS USA INC	06/15/21	7,930.85	MW	IS	
AP CHK 00391156	7873	URBAN FARMER STORE, THE	06/15/21	533.13	MW	IS	
AP CHK 00391157	46998	UTILITY TELECOM GROUP LLC	06/15/21	1,628.81	MW	IS	
AP CHK 00391158	38922	VANTAGEPOINT TRANSFER AGENT	06/15/21	6,750.00	MW	IS	
AP CHK 00391159	29329	VERIZON WIRELESS SERVICES L	06/15/21	5,100.23	MW	IS	
AP CHK 00391160	50837	VIA HEART PROJECT	06/15/21	709.13	MW	IS	
AP CHK 00391161	56181R	VILLAREAL, MARC	06/15/21	8,225.00	MW	IS	
AP CHK 00391162	41056R	VIOLA, ANNA MARIE	06/15/21	769.50	MW	IS	
AP CHK 00391163	41633R	VOONGS ROOFING COMPANY	06/15/21	1,100.00	MW	IS	
AP CHK 00391164	1579	VWR INTERNATIONAL LLC	06/15/21	361.06	MW	IS	
AP CHK 00391165	50485	WAVE BROADBAND	06/15/21	3,542.36	MW	IS	
AP CHK 00391166	3691	WECO INDUSTRIES LLC	06/15/21	538.80	MW	IS	
AP CHK 00391167	39237	WEST COAST CODE CONSULTANTS	06/15/21	9,899.20	MW	IS	
AP CHK 00391168	29517	WEST-LITE SUPPLY COMPANY IN	06/15/21	167.92	MW	IS	
AP CHK 00391169	30684	WHITE CAP LP	06/15/21	335.80	MW	IS	
AP CHK 00391170	54330	WILLIAMS SCOTSMAN INC	06/15/21	664.64	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00391171	36417R	WILLIAMS, ANNE	06/15/21	721.54	MW	IS	
AP CHK 00391172	25139	WITMER PUBLIC SAFETY GROUP	06/15/21	1,432.28	MW	IS	
AP CHK 00391173	56182R	WONG, DENISE	06/15/21	1,625.00	MW	IS	
AP CHK 00391174	18388JPA	WOODSIDE FIRE PROTECTION DI	06/15/21	11,273.92	MW	IS	
AP CHK 00391175	12694R	ZALINSKIS, KLAUS	06/15/21	721.54	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	4,358,181.22	Number of Checks Processed:	285
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 4,358,181.22

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391176	17193R	21ST CENTURY HOME IMPROVEME	06/30/21	500.00	MW	IS	
AP CHK 00391177	51527R	A ONE CONSTRUCTION	06/30/21	500.00	MW	IS	
AP CHK 00391178	25627	A S F ELECTRIC INC	06/30/21	4,275.00	MW	IS	
AP CHK 00391179	25627	A S F ELECTRIC INC	06/30/21	5,495.00	MW	IS	
AP CHK 00391180	53561	ACTION TOWING	06/30/21	825.00	MW	IS	
AP CHK 00391181	1514	ADAM HILL COMPANY, THE	06/30/21	416.85	MW	IS	
AP CHK 00391182	13854	AECO SYSTEMS INC	06/30/21	960.00	MW	IS	
AP CHK 00391183	55345R	AECOM TECHNICAL SERVICES IN	06/30/21	1,000.00	MW	IS	
AP CHK 00391184	15226	AFSCME DISTRICT COUNCIL 57	06/30/21	3,694.80	MW	IS	
AP CHK 00391185	55695R	AIMS / PVIC CA LLC	06/30/21	1,000.00	MW	IS	
AP CHK 00391186	29880	AIRGAS USA LLC	06/30/21	37.30	MW	IS	
AP CHK 00391187	1025	ALHAMBRA	06/30/21	651.20	MW	IS	
AP CHK 00391188	49642	ALL CITY MANAGEMENT SERVICE	06/30/21	5,547.78	MW	IS	
AP CHK 00391189	39657	ALL STAR GLASS	06/30/21	518.96	MW	IS	
AP CHK 00391190	22544	ALLSTAR FIRE EQUIPMENT INC	06/30/21	1,143.85	MW	IS	
AP CHK 00391191	40755	AMAZON	06/30/21	1,248.05	MW	IS	
AP CHK 00391192	40755	AMAZON	06/30/21	1,156.30	MW	IS	
AP CHK 00391193	14988	AMERICAN TOWER CORPORATION	06/30/21	8,377.72	MW	IS	
AP CHK 00391194	23649	AMERICAN TRUCK & TRAILER BO	06/30/21	565.89	MW	IS	
AP CHK 00391195	46585	ANTHEM BLUE CROSS	06/30/21	106.70	MW	IS	
AP CHK 00391196	46585	ANTHEM BLUE CROSS	06/30/21	94.40	MW	IS	
AP CHK 00391197	50495R	AQUILA, LEE	06/30/21	354.16	MW	IS	
AP CHK 00391198	1259	ARAMARK	06/30/21	334.37	MW	IS	
AP CHK 00391199	55833	ARAMARK	06/30/21	1,847.34	MW	IS	
AP CHK 00391200	35117	ARROWHEAD FORENSICS	06/30/21	560.51	MW	IS	
AP CHK 00391201	53047R	ASSOCIATED CONTRACTORS CORP	06/30/21	500.00	MW	IS	
AP CHK 00391202	32577	AT&T	06/30/21	1,594.17	MW	IS	
AP CHK 00391203	32577	AT&T	06/30/21	10,763.40	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391204	32577	AT&T	06/30/21	388.59	MW	IS	
AP CHK 00391205	47003	AT&T	06/30/21	103.81	MW	IS	
AP CHK 00391206	47003	AT&T	06/30/21	103.81	MW	IS	
AP CHK 00391207	6413	AT&T MOBILITY	06/30/21	1,573.28	MW	IS	
AP CHK 00391208	6413	AT&T MOBILITY	06/30/21	19.08	MW	IS	
AP CHK 00391209	6413	AT&T MOBILITY	06/30/21	4,523.39	MW	IS	
AP CHK 00391210	6413	AT&T MOBILITY	06/30/21	764.56	MW	IS	
AP CHK 00391211	6413	AT&T MOBILITY	06/30/21	1,653.38	MW	IS	
AP CHK 00391212	6413	AT&T MOBILITY	06/30/21	40.24	MW	IS	
AP CHK 00391213	6413	AT&T MOBILITY	06/30/21	175.94	MW	IS	
AP CHK 00391214	6413	AT&T MOBILITY	06/30/21	167.25	MW	IS	
AP CHK 00391215	56203R	ATLAS PAVERS CO	06/30/21	500.00	MW	IS	
AP CHK 00391216	54858	AU ENERGY	06/30/21	315.00	MW	IS	
AP CHK 00391217	29643	AUTO COLLISION CENTER	06/30/21	1,680.10	MW	IS	
AP CHK 00391218	53260	AXON ENTERPRISE INC	06/30/21	22,172.80	MW	IS	
AP CHK 00391219	1232	BAKER & TAYLOR COMPANY INC	06/30/21	22,291.55	MW	IS	
AP CHK 00391220	46152R	BAY 101 ROOFING INC	06/30/21	275.00	MW	IS	
AP CHK 00391221	1562	BAY AREA WATER SUPPLY & CON	06/30/21	5,430.00	MW	IS	
AP CHK 00391222	19200	BIRITE FOODSERVICE DISTRIBUTU	06/30/21	2,410.84	MW	IS	
AP CHK 00391223	27835	BISHOP COMPANY	06/30/21	754.57	MW	IS	
AP CHK 00391224	48840	BK TECHNOLOGIES INC	06/30/21	733.77	MW	IS	
AP CHK 00391225	22205	BLACKSTONE PUBLISHING	06/30/21	50.00	MW	IS	
AP CHK 00391226	46139R	BOWMAN, SCOTT	06/30/21	150.00	MW	IS	
AP CHK 00391227	21300	BRISBANE RECYCLING CO INC	06/30/21	236.31	MW	IS	
AP CHK 00391228	3349	BROADMOOR LANDSCAPE SUPPLY	06/30/21	324.86	MW	IS	
AP CHK 00391229	50902R	BROADWAY, CHRIS	06/30/21	108.50	MW	IS	
AP CHK 00391230	3064	BROWN & CALDWELL INC	06/30/21	56,645.40	MW	IS	
AP CHK 00391231	21159	BUCKLES SMITH ELECTRIC CO	06/30/21	2,085.25	MW	IS	

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=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391232	17997	C.L.E.A.	06/30/21	2,474.50	MW	IS	
AP CHK 00391233	16718	CA SURVEYING & DRAFTING SUP	06/30/21	633.51	MW	IS	
AP CHK 00391234	33981	CAGWIN & DORWARD	06/30/21	345.00	MW	IS	
AP CHK 00391235	42973	CAL SIGNAL CORP	06/30/21	643.94	MW	IS	
AP CHK 00391236	5642	CAL STEAM	06/30/21	538.36	MW	IS	
AP CHK 00391237	36927	CALCON SYSTEMS INC	06/30/21	10,263.29	MW	IS	
AP CHK 00391238	50911	CALIFORNIA POLICE CHIEFS AS	06/30/21	145.00	MW	IS	
AP CHK 00391239	1196	CALIFORNIA WATER SERVICE CO	06/30/21	106.82	MW	IS	
AP CHK 00391240	54599R	CAPATI CONSTRUCTION CO	06/30/21	500.00	MW	IS	
AP CHK 00391241	17888	CARL WARREN & COMPANY INC	06/30/21	900.60	MW	IS	
AP CHK 00391242	9356	CASCADE FIRE EQUIPMENT	06/30/21	698.26	MW	IS	
AP CHK 00391243	28636	CDW GOVERNMENT INC	06/30/21	7,394.46	MW	IS	
AP CHK 00391244	2930	CED CONTRACTORS SF	06/30/21	238.63	MW	IS	
AP CHK 00391245	42277	CEL ANALYTICAL INC	06/30/21	1,969.00	MW	IS	
AP CHK 00391246	24769	CENTER POINT LARGE PRINT	06/30/21	48.75	MW	IS	
AP CHK 00391247	31956	CENTRAL VALLEY BUSINESS FOR	06/30/21	167.69	MW	IS	
AP CHK 00391248	55276R	CGMC	06/30/21	875.00	MW	IS	
AP CHK 00391249	50135	CHACHE, KALAMU	06/30/21	45.00	MW	IS	
AP CHK 00391250	56206R	CHAN, JIN H L	06/30/21	5,336.76	MW	IS	
AP CHK 00391251	56172	CHINOOK MEDICAL GEAR INC	06/30/21	3,652.20	MW	IS	
AP CHK 00391252	48727	CINTAS CORPORATION	06/30/21	804.13	MW	IS	
AP CHK 00391253	3678	CINTAS CORPORATION #464	06/30/21	4,539.34	MW	IS	
AP CHK 00391254	13126	CITY OF BRISBANE	06/30/21	17,035.20	MW	IS	
AP CHK 00391255	28211	CITY OF PACIFICA	06/30/21	37,044.22	MW	IS	
AP CHK 00391256	40147	CITY TOYOTA	06/30/21	291.76	MW	IS	
AP CHK 00391257	53347R	COLLINS, IVOR	06/30/21	500.00	MW	IS	
AP CHK 00391258	56207R	COMBINE ROOFING INC	06/30/21	550.00	MW	IS	
AP CHK 00391259	48517	COMCAST	06/30/21	276.71	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391260	48645	COMCAST	06/30/21	80.00	MW	IS	
AP CHK 00391261	51634	COMCAST	06/30/21	25.81	MW	IS	
AP CHK 00391262	51804	COMCAST	06/30/21	371.08	MW	IS	
AP CHK 00391263	52652	COMCAST	06/30/21	165.15	MW	IS	
AP CHK 00391264	50608R	COMET BUILDING MAINTENANCE	06/30/21	1,000.00	MW	IS	
AP CHK 00391265	12578	COMPLETE LINEN SERVICE INC	06/30/21	141.60	MW	IS	
AP CHK 00391266	56193	CORNERSTONE COMMUNICATIONS	06/30/21	2,125.00	MW	IS	
AP CHK 00391267	14930	COUNTY OF SAN MATEO	06/30/21	7,058.16	MW	IS	
AP CHK 00391268	43157JPA	COUNTY OF SAN MATEO	06/30/21	2,923.98	MW	IS	
AP CHK 00391269	42324	CRIME SCENE CLEANERS INC	06/30/21	380.00	MW	IS	
AP CHK 00391270	55853	CRUSADER FENCE COMPANY LLC	06/30/21	18,399.00	MW	IS	
AP CHK 00391271	48323	CRYSTAL CREAMERY	06/30/21	482.94	MW	IS	
AP CHK 00391272	28906	CSG CONSULTANTS INC	06/30/21	6,732.50	MW	IS	
AP CHK 00391273	54654R	CTW MECHANICAL	06/30/21	500.00	MW	IS	
AP CHK 00391274	56201R	CUI, TIANYUAN	06/30/21	150.00	MW	IS	
AP CHK 00391275	1042	D C LOCK & SECURITY SERVICE	06/30/21	244.99	MW	IS	
AP CHK 00391276	1836	DAILY JOURNAL CORPORATION	06/30/21	469.50	MW	IS	
AP CHK 00391277	1937	DALY CITY FIREFIGHTERS UNIO	06/30/21	13,498.50	MW	IS	
AP CHK 00391278	55663	DALY CITY FIREFIGHTERS ASSO	06/30/21	1,560.00	MW	IS	
AP CHK 00391279	30935	DALY CITY POLICE OFFICERS B	06/30/21	1,241.15	MW	IS	
AP CHK 00391280	9290	DALY CITY POLICE OFFICERS A	06/30/21	15,966.20	MW	IS	
AP CHK 00391281	9290	DALY CITY POLICE OFFICERS A	06/30/21	2,060.00	MW	IS	
AP CHK 00391282	36807	DALY CITY TEST ONLY	06/30/21	200.00	MW	IS	
AP CHK 00391283	7817	DANS DRILLING & FENCING INC	06/30/21	7,885.00	MW	IS	
AP CHK 00391284	42706	DASH MEDICAL GLOVES INC	06/30/21	2,988.58	MW	IS	
AP CHK 00391285	1510	DEMCO INC	06/30/21	393.74	MW	IS	
AP CHK 00391286	56215	DEPARTMENT OF INDUSTRIAL RE	06/30/21	27.20	MW	IS	
AP CHK 00391287	1299	DEPARTMENT OF JUSTICE	06/30/21	196.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391288	42371	DIAL GLASS AND WINDOW COMPA	06/30/21	652.61	MW	IS	
AP CHK 00391289	26138R	DISCOUNT PLUMBING & HEATING	06/30/21	6,000.00	MW	IS	
AP CHK 00391290	54557	DKF SOLUTIONS GROUP LLC	06/30/21	2,185.00	MW	IS	
AP CHK 00391291	53270R	DLIU CONSTRUCTION	06/30/21	500.00	MW	IS	
AP CHK 00391292	56204R	DONG, TRAN	06/30/21	500.00	MW	IS	
AP CHK 00391293	30629LAW	DOWNEY BRAND ATTORNEYS LLP	06/30/21	95,636.48	MW	IS	
AP CHK 00391294	1061	DUNN EDWARDS CORPORATION	06/30/21	1,773.19	MW	IS	
AP CHK 00391295	40611	ECMS INC	06/30/21	2,084.71	MW	IS	
AP CHK 00391296	53583	ECOHERO SHOW LLC, THE	06/30/21	3,075.00	MW	IS	
AP CHK 00391297	55892	ELK GROVE AUTO GROUP	06/30/21	35,603.87	MW	IS	
AP CHK 00391298	56187	ELLIS INVESTIGATIONS LAW CO	06/30/21	14,421.00	MW	IS	
AP CHK 00391299	51834	EMERGENCY REPORTING	06/30/21	667.58	MW	IS	
AP CHK 00391300	4339	EMPLOYMENT DEVELOPMENT DEPA	06/30/21	25,048.12	MW	IS	
AP CHK 00391301	44735	ENVIRONMENTAL EXPRESS INC	06/30/21	2,506.90	MW	IS	
AP CHK 00391302	51076	ENVIRONMENTAL LEAD DETECT I	06/30/21	450.00	MW	IS	
AP CHK 00391303	3786	ENVIRONMENTAL RESOURCE ASSO	06/30/21	1,090.61	MW	IS	
AP CHK 00391304	56139R	EVGO SERVICES LLC	06/30/21	6,725.00	MW	IS	
AP CHK 00391305	36077	FASTENAL COMPANY	06/30/21	132.61	MW	IS	
AP CHK 00391306	1383	FEDEX	06/30/21	140.16	MW	IS	
AP CHK 00391307	17884	FEDEX	06/30/21	12.81	MW	IS	
AP CHK 00391308	56099R	FEHR, KEVIN	06/30/21	5,000.00	MW	IS	
AP CHK 00391309	56194	FIRE CATT LLC	06/30/21	11,553.60	MW	IS	
AP CHK 00391310	27681	FIREMASTER	06/30/21	7,424.87	MW	IS	
AP CHK 00391311	19787	FIRST CHOICE COFFEE SERVICE	06/30/21	168.97	MW	IS	
AP CHK 00391312	55204	FORCE SCIENCE INSTITUTE	06/30/21	1,650.00	MW	IS	
AP CHK 00391313	G-HOLMES	FRANCHISE TAX BOARD	06/30/21	200.00	MW	IS	
AP CHK 00391314	39908	G BORTOLOTTI AND COMPANY IN	06/30/21	61,115.79	MW	IS	
AP CHK 00391315	48009	GALE CENGAGE LEARNING	06/30/21	163.30	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391316	20221	GAMETIME	06/30/21	3,703.13	MW	IS	
AP CHK 00391317	17633	GAMEZ, JOHN	06/30/21	150.00	MW	IS	
AP CHK 00391318	51812	GEICO GENERAL INSURANCE COM	06/30/21	17,959.64	MW	IS	
AP CHK 00391319	52388R	GLC CONSTRUCTION	06/30/21	500.00	MW	IS	
AP CHK 00391320	56208R	GMBC CONSTRUCTION INC	06/30/21	679.51	MW	IS	
AP CHK 00391321	4581	GOLDEN BAY CONSTRUCTION INC	06/30/21	254,663.01	MW	IS	
AP CHK 00391322	30509	GOODYEAR COMMERCIAL TIRE &	06/30/21	4,992.21	MW	IS	
AP CHK 00391323	31925	GOVCONNECTION INC	06/30/21	314.33	MW	IS	
AP CHK 00391324	1754	GRAINGER INC	06/30/21	4,214.84	MW	IS	
AP CHK 00391325	1571	GRANITEROCK	06/30/21	1,341.35	MW	IS	
AP CHK 00391326	1123	GRAYBAR ELECTRIC CO INC	06/30/21	946.80	MW	IS	
AP CHK 00391327	22404	GREG'S TRUCKING SERVICE INC	06/30/21	1,836.00	MW	IS	
AP CHK 00391328	30894	GRM	06/30/21	679.04	MW	IS	
AP CHK 00391329	56214R	GUZMAN, PEDRO	06/30/21	115.00	MW	IS	
AP CHK 00391330	19293	GYM DOCTORS	06/30/21	680.00	MW	IS	
AP CHK 00391331	2223	HACH COMPANY	06/30/21	4,663.25	MW	IS	
AP CHK 00391332	56196R	HAMPTON INN DALY CITY	06/30/21	500.00	MW	IS	
AP CHK 00391333	50087	HANNA INSTRUMENTS USA INC	06/30/21	1,312.49	MW	IS	
AP CHK 00391334	3702	HARRINGTON INDUSTRIAL PLAST	06/30/21	2,264.90	MW	IS	
AP CHK 00391335	54928R	HATTON'S CRANE RIGGING	06/30/21	500.00	MW	IS	
AP CHK 00391336	56205R	HE & KUANG INC	06/30/21	500.00	MW	IS	
AP CHK 00391337	47418R	HG'S ROOFING COMPANY	06/30/21	500.00	MW	IS	
AP CHK 00391338	9049	HI TECH EVS INC	06/30/21	423.00	MW	IS	
AP CHK 00391339	56198R	HICKEY, MARK	06/30/21	150.00	MW	IS	
AP CHK 00391340	55775R	HO, RAYMOND	06/30/21	500.00	MW	IS	
AP CHK 00391341	15857	HOME DEPOT CREDIT SERVICES	06/30/21	12,927.66	MW	IS	
AP CHK 00391342	54590	HOME DEPOT PRO, THE	06/30/21	4,092.19	MW	IS	
AP CHK 00391343	31392R	HOME SWEET HOME	06/30/21	500.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391344	26844	HOPKINS TECHNICAL PRODUCTS	06/30/21	1,618.43	MW	IS	
AP CHK 00391345	41818	HUNTINGTON COURT REPORTERS	06/30/21	1,542.56	MW	IS	
AP CHK 00391346	48013	HYLAND SOFTWARE INC	06/30/21	7,315.55	MW	IS	
AP CHK 00391347	14301	ICC	06/30/21	265.00	MW	IS	
AP CHK 00391348	5560	INTERSTATE GRADING & PAVING	06/30/21	49,659.11	MW	IS	
AP CHK 00391349	56212	IPROJECTSOLUTIONS LLC	06/30/21	15,400.00	MW	IS	
AP CHK 00391350	1072	IRVINE & JACHENS INC	06/30/21	1,690.10	MW	IS	
AP CHK 00391351	24233	JACOBS ASSOCIATES	06/30/21	57,091.49	MW	IS	
AP CHK 00391352	26328	JAM SERVICES INC	06/30/21	888.98	MW	IS	
AP CHK 00391353	48133R	JFC CONSTRUCTION INC	06/30/21	250.00	MW	IS	
AP CHK 00391354	25311	JOHNSON CONTROLS SECURITY S	06/30/21	1,335.93	MW	IS	
AP CHK 00391355	14416	JOHNSTONE SUPPLY	06/30/21	418.36	MW	IS	
AP CHK 00391356	47002MED	KAISER PERMANENTE	06/30/21	2,568.10	MW	IS	
AP CHK 00391357	10144	KAMAN INDUSTRIAL TECHNOLOGI	06/30/21	1,201.37	MW	IS	
AP CHK 00391358	54612R	KFL CONSTRUCTION INC	06/30/21	500.00	MW	IS	
AP CHK 00391359	20073	KIMLEY HORN & ASSOCIATES IN	06/30/21	6,587.19	MW	IS	
AP CHK 00391360	56018	KINGDOM PIPELINES INC	06/30/21	5,000.56	MW	IS	
AP CHK 00391361	51402R	KLATT, JOHN	06/30/21	50.50	MW	IS	
AP CHK 00391362	31870R	KRAUSS, GREGORY	06/30/21	153.11	MW	IS	
AP CHK 00391363	1108	L N CURTIS AND SONS	06/30/21	159,933.60	MW	IS	
AP CHK 00391364	19891	LA Z BOY FURNITURE GALLERIE	06/30/21	5,175.81	MW	IS	
AP CHK 00391365	13776	LANGUAGE LINE SERVICES	06/30/21	1,205.46	MW	IS	
AP CHK 00391366	54064R	LAST DETAIL ROOFING, THE	06/30/21	150.00	MW	IS	
AP CHK 00391367	48008LAW	LAW OFFICES OF BURKE WILLIA	06/30/21	2,313.00	MW	IS	
AP CHK 00391368	1148	LAWSON PRODUCTS INC	06/30/21	72.01	MW	IS	
AP CHK 00391369	33497	LEGACY MECHANICAL & ENERGY	06/30/21	7,888.00	MW	IS	
AP CHK 00391370	29200	LEGAL SHIELD	06/30/21	305.06	MW	IS	
AP CHK 00391371	45083	LEHR	06/30/21	5,861.62	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391372	12906LAW	LIEBERT CASSIDY WHITMORE	06/30/21	17,806.80	MW	IS	
AP CHK 00391373	14431	LINDE INC	06/30/21	8,284.79	MW	IS	
AP CHK 00391374	56209R	LONE MOUNTAIN HOMES INC	06/30/21	3,525.03	MW	IS	
AP CHK 00391375	29332	LORAL LANDSCAPING	06/30/21	8,570.15	MW	IS	
AP CHK 00391376	49874	LOU'S GLOVES INC	06/30/21	1,095.00	MW	IS	
AP CHK 00391377	15619	MALTBY ELECTRIC SUPPLY CO I	06/30/21	337.65	MW	IS	
AP CHK 00391378	55192	MARQUEE FIRE PROTECTION	06/30/21	1,375.00	MW	IS	
AP CHK 00391379	56210R	MICHELETTI, JILL	06/30/21	2,022.58	MW	IS	
AP CHK 00391380	26465	MID PENINSULA BOYS & GIRLS	06/30/21	12,500.00	MW	IS	
AP CHK 00391381	22863	MIDWEST TAPE INC	06/30/21	520.81	MW	IS	
AP CHK 00391382	56219R	MOONSTAR RESTAURANT	06/30/21	1,287.48	MW	IS	
AP CHK 00391383	42663	MUNICIPAL CODE CORPORATION	06/30/21	500.00	MW	IS	
AP CHK 00391384	52901	MUNIQUEIP LLC	06/30/21	5,481.15	MW	IS	
AP CHK 00391385	17654	MUSSMAN, RONALD	06/30/21	200.00	MW	IS	
AP CHK 00391386	17455	MYERS TIRE SUPPLY	06/30/21	454.82	MW	IS	
AP CHK 00391387	35339	MYERS, RON D	06/30/21	81,344.84	MW	IS	
AP CHK 00391388	49040	NAPIER, NORA	06/30/21	56.00	MW	IS	
AP CHK 00391389	53533	NEOLOGY INC	06/30/21	330.50	MW	IS	
AP CHK 00391390	37013R	NEW PACIFIC ROOFING CO INC	06/30/21	500.00	MW	IS	
AP CHK 00391391	52838R	NEW SOLID INC	06/30/21	500.00	MW	IS	
AP CHK 00391392	3420	NEWARK ELEMENT14	06/30/21	35.76	MW	IS	
AP CHK 00391393	49974	NGLIC	06/30/21	1,391.97	MW	IS	
AP CHK 00391394	55490	NORTHSTAR CHEMICAL	06/30/21	5,096.12	MW	IS	
AP CHK 00391395	47093	O'REILLY AUTOMOTIVE INC	06/30/21	115.67	MW	IS	
AP CHK 00391396	54672	OCEAN TREASURES SERVICING I	06/30/21	321.70	MW	IS	
AP CHK 00391397	40765RJPA	ODLE, JOHN	06/30/21	135.56	MW	IS	
AP CHK 00391398	1055	OFFICE DEPOT	06/30/21	1,552.27	MW	IS	
AP CHK 00391399	15337	OFFICE DEPOT	06/30/21	411.62	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00391400	42500	OFFICE DEPOT	06/30/21	3,310.67	MW	IS	
AP CHK 00391401	52445R	ORTIZ, RANDY	06/30/21	361.11	MW	IS	
AP CHK 00391402	56211R	PACHECOLOPEZ, ROBERTO	06/30/21	500.00	MW	IS	
AP CHK 00391403	49188	PACIFIC CRANE INSPECTIONS	06/30/21	6,900.00	MW	IS	
AP CHK 00391404	32927	PACIFIC FIRE SAFE FIRE EXTI	06/30/21	633.24	MW	IS	
AP CHK 00391405	10360R	PACIFIC GAS & ELECTRIC	06/30/21	7,750.00	MW	IS	
AP CHK 00391406	1216	PACIFIC GAS & ELECTRIC	06/30/21	307,414.69	MW	IS	
AP CHK 00391407	1080	PACIFIC NURSERIES	06/30/21	2,605.61	MW	IS	
AP CHK 00391408	29252	PACIFIC PRODUCE INC	06/30/21	848.55	MW	IS	
AP CHK 00391409	56188R	PADLAN, YOLANDA D	06/30/21	40.00	MW	IS	
AP CHK 00391410	53495	PAVEMENT ENGINEERING INC	06/30/21	160.00	MW	IS	
AP CHK 00391411	20794	PELCO SALES & SERVICE INC	06/30/21	4,978.26	MW	IS	
AP CHK 00391412	1936	PENINSULA PEACE OFFICERS AS	06/30/21	403.20	MW	IS	
AP CHK 00391413	29738	PENINSULA UNIFORMS & EQUIPM	06/30/21	2,795.94	MW	IS	
AP CHK 00391414	10255MED	PERMANENTE MEDICAL GROUP IN	06/30/21	2,771.00	MW	IS	
AP CHK 00391415	19678	PERS LONG TERM CARE PROGRAM	06/30/21	194.99	MW	IS	
AP CHK 00391416	51799	PET FOOD EXPRESS	06/30/21	746.32	MW	IS	
AP CHK 00391417	37921R	PETERSEN, MATTHEW	06/30/21	440.00	MW	IS	
AP CHK 00391418	47044	PETERSON TRUCKS INC	06/30/21	969.27	MW	IS	
AP CHK 00391419	32428R	PICCOLOTTI, THOMAS	06/30/21	412.54	MW	IS	
AP CHK 00391420	54331	PIIAN SYSTEMS LLC	06/30/21	5,506.38	MW	IS	
AP CHK 00391421	56216	PLAY-WELL TEKNOLOGIES	06/30/21	152.00	MW	IS	
AP CHK 00391422	36106	POLYDYNE INC	06/30/21	24,830.54	MW	IS	
AP CHK 00391423	54462	PORAC RETIREE MEDICAL TRUST	06/30/21	19,950.00	MW	IS	
AP CHK 00391424	52406	POWER WORKS INC	06/30/21	774.79	MW	IS	
AP CHK 00391425	16440	PRAXAIR DISTRIBUTION INC	06/30/21	19.62	MW	IS	
AP CHK 00391426	53942	PREFERRED ALLIANCE INC	06/30/21	369.20	MW	IS	
AP CHK 00391427	51434	PRODIGY PRESS INC	06/30/21	562.75	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391428	53664	PROPRINT	06/30/21	6,740.24	MW	IS	
AP CHK 00391429	55353	PUBLIC RESTROOM COMPANY, TH	06/30/21	21,759.75	MW	IS	
AP CHK 00391430	51526	PURETEC INDUSTRIAL WATER	06/30/21	264.81	MW	IS	
AP CHK 00391431	1115	R & B COMPANY	06/30/21	3,247.84	MW	IS	
AP CHK 00391432	27398	R & S ERECTION NORTH PENINS	06/30/21	35,702.10	MW	IS	
AP CHK 00391433	34364	RANGE MAINTENANCE SERVICES	06/30/21	6,000.00	MW	IS	
AP CHK 00391434	50803	READYREFRESH BY NESTLE	06/30/21	179.70	MW	IS	
AP CHK 00391435	1687	RED WING SHOES	06/30/21	550.00	MW	IS	
AP CHK 00391436	41528	REDFLEX TRAFFIC SYSTEMS INC	06/30/21	75,002.50	MW	IS	
AP CHK 00391437	53519R	REGENCY CENTERS CORPORATION	06/30/21	705.00	MW	IS	
AP CHK 00391438	56220	RESCAPE CALIFORNIA	06/30/21	72.00	MW	IS	
AP CHK 00391439	51931	ROADPOST USA INC	06/30/21	648.28	MW	IS	
AP CHK 00391440	56200R	RODRIGUEZ, JOE	06/30/21	150.00	MW	IS	
AP CHK 00391441	22771	S & S WORLDWIDE INC	06/30/21	1,748.06	MW	IS	
AP CHK 00391442	1087	SAFETY KLEEN SYSTEMS INC	06/30/21	3,460.54	MW	IS	
AP CHK 00391443	45148	SAFEWAY SIGN COMPANY	06/30/21	3,409.16	MW	IS	
AP CHK 00391444	14776	SAN MATEO COUNTY EMS AGENCY	06/30/21	174.00	MW	IS	
AP CHK 00391445	1643	SAN MATEO COUNTY ENVIRONMEN	06/30/21	2,516.00	MW	IS	
AP CHK 00391446	32282	SAN MATEO COUNTY NARCOTICS	06/30/21	1,431.70	MW	IS	
AP CHK 00391447	35246	SAN MATEO COUNTY SHERIFFS O	06/30/21	91,474.00	MW	IS	
AP CHK 00391448	1790	SAN MATEO COUNTY TRANSIT DI	06/30/21	23,359.21	MW	IS	
AP CHK 00391449	9666	SAN MATEO LAWN MOWER SHOP	06/30/21	4,931.17	MW	IS	
AP CHK 00391450	55607	SANTANA, BRUNO	06/30/21	1,500.00	MW	IS	
AP CHK 00391451	54717	SANTANA, VALERIA CRISTINA	06/30/21	5,900.00	MW	IS	
AP CHK 00391452	55315	SCHOOL SPORT INC	06/30/21	6,845.00	MW	IS	
AP CHK 00391453	39310	SCHWING BIOSSET INC	06/30/21	4,468.54	MW	IS	
AP CHK 00391454	41081R	SCOLES, GREGORY	06/30/21	150.00	MW	IS	
AP CHK 00391455	44095	SERVICE PRESS INC	06/30/21	59.49	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391456	1111	SF - WATER	06/30/21	335,372.10	MW	IS	
AP CHK 00391457	50625R	SF CROWN ROOFING INC	06/30/21	275.00	MW	IS	
AP CHK 00391458	55858R	SF WINS INC	06/30/21	4,560.48	MW	IS	
AP CHK 00391459	56197R	SHERMAN, KATIE	06/30/21	80.00	MW	IS	
AP CHK 00391460	35528	SHOWCASES	06/30/21	319.68	MW	IS	
AP CHK 00391461	49695	SHRED IT USA	06/30/21	146.19	MW	IS	
AP CHK 00391462	52666	SHRED WORKS INC	06/30/21	155.00	MW	IS	
AP CHK 00391463	56199R	SIANI, KIM	06/30/21	150.00	MW	IS	
AP CHK 00391464	46212R	SKEEHAN, PETER	06/30/21	150.00	MW	IS	
AP CHK 00391465	51615R	SKYROOF INC	06/30/21	275.00	MW	IS	
AP CHK 00391466	30843R	SMAZENKO, BRIAN	06/30/21	120.13	MW	IS	
AP CHK 00391467	37110R	SOLIS, ELIZABETH	06/30/21	713.94	MW	IS	
AP CHK 00391468	55808	SOUTHERN COUNTIES LUBRICANT	06/30/21	5,993.59	MW	IS	
AP CHK 00391469	46351	SPECIAL SERVICES GROUP LLC	06/30/21	2,160.00	MW	IS	
AP CHK 00391470	55731R	SRC ROOFING	06/30/21	275.00	MW	IS	
AP CHK 00391471	3613	STATIONARY ENGINEERS LOCAL	06/30/21	3,337.81	MW	IS	
AP CHK 00391472	51980	STEEL STRUCTURES INC	06/30/21	8,972.06	MW	IS	
AP CHK 00391473	54631	STEPHEN CREVELLI	06/30/21	800.00	MW	IS	
AP CHK 00391474	52535R	SUAREZ, JOJO	06/30/21	242.17	MW	IS	
AP CHK 00391475	40145R	SUPER ROOFING INC	06/30/21	275.00	MW	IS	
AP CHK 00391476	33063	SUPERCO SPECIALTY PRODUCTS	06/30/21	902.27	MW	IS	
AP CHK 00391477	18334	SUPERION LLC	06/30/21	4,290.00	MW	IS	
AP CHK 00391478	26055R	SVOBODA, PATRICK	06/30/21	225.00	MW	IS	
AP CHK 00391479	29237	SYNAGRO WEST LLC	06/30/21	25,752.20	MW	IS	
AP CHK 00391480	47668R	SYSTEMS PAVING	06/30/21	500.00	MW	IS	
AP CHK 00391481	45319	T MOBILE USA INC	06/30/21	860.00	MW	IS	
AP CHK 00391482	2798	TEAMSTERS LOCAL 856	06/30/21	3,418.00	MW	IS	
AP CHK 00391483	13852	TELECOMMUNICATIONS ENGINEER	06/30/21	3,544.80	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00391484	42970JPA	TELECOMMUNICATIONS ENGINEER	06/30/21	18,390.35	MW	IS	
AP CHK 00391485	56218R	TIERNEY, JOHN F	06/30/21	40.00	MW	IS	
AP CHK 00391486	56021	TRANE US INC	06/30/21	24,112.09	MW	IS	
AP CHK 00391487	49543	TRB AND ASSOCIATES INC	06/30/21	176,941.76	MW	IS	
AP CHK 00391488	52033	TRIPEPI SMITH & ASSOCIATES	06/30/21	3,597.50	MW	IS	
AP CHK 00391489	55488	TRITECH SOFTWARE SYSTEMS	06/30/21	90.00	MW	IS	
AP CHK 00391490	34094	TURF STAR INC	06/30/21	1,811.80	MW	IS	
AP CHK 00391491	32209	UNIVAR SOLUTIONS USA INC	06/30/21	3,445.28	MW	IS	
AP CHK 00391492	39811	UPS	06/30/21	68.05	MW	IS	
AP CHK 00391493	47099JPA	UTILITY TELECOM GROUP LLC	06/30/21	5,899.02	MW	IS	
AP CHK 00391494	29631R	VERDUCCI, PAUL	06/30/21	440.00	MW	IS	
AP CHK 00391495	56195	VIERNES, ROBERT	06/30/21	1,500.00	MW	IS	
AP CHK 00391496	27181	VORTEX INDUSTRIES INC	06/30/21	473.00	MW	IS	
AP CHK 00391497	1579	VWR INTERNATIONAL LLC	06/30/21	4,169.48	MW	IS	
AP CHK 00391498	38176	W BRADLEY ELECTRIC INC	06/30/21	48,871.66	MW	IS	
AP CHK 00391499	54194R	WALKER CELLULAR INC	06/30/21	500.00	MW	IS	
AP CHK 00391500	56169	WARD, GARY K	06/30/21	1,000.00	MW	IS	
AP CHK 00391501	50485	WAVE BROADBAND	06/30/21	379.70	MW	IS	
AP CHK 00391502	3691	WECO INDUSTRIES LLC	06/30/21	2,236.72	MW	IS	
AP CHK 00391503	49085	WEST COAST ARBORISTS INC	06/30/21	36,226.50	MW	IS	
AP CHK 00391504	39237	WEST COAST CODE CONSULTANTS	06/30/21	47,189.05	MW	IS	
AP CHK 00391505	39571	WEST COAST FRAME & COLLISIO	06/30/21	2,450.00	MW	IS	
AP CHK 00391506	19825	WESTERN STATES TOOL AND SUP	06/30/21	2,442.83	MW	IS	
AP CHK 00391507	36888	WESTERN TRUCK FABRICATION I	06/30/21	869.43	MW	IS	
AP CHK 00391508	56202R	WESTLAKE ASSOC LESSEE	06/30/21	1,000.00	MW	IS	
AP CHK 00391509	1095	WESTLAKE ECO SOFT-TOUCH	06/30/21	275.57	MW	IS	
AP CHK 00391510	8149R	WESTLAKE VILLAGE APARTMENTS	06/30/21	1,000.00	MW	IS	
AP CHK 00391511	48425MED	WILLIAM J FEISTER PH D	06/30/21	900.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00391512	25139	WITMER PUBLIC SAFETY GROUP	06/30/21	22.99	MW	IS	
AP CHK 00391513	56221R	WU, DONALD	06/30/21	4,406.40	MW	IS	
AP CHK 00391514	31451	ZEIGER ENGINEERS INC	06/30/21	500.00	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,959,279.30	Number of Checks Processed:	339
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 2,959,279.30



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

SUBJECT: Update Permit and Application Expiration Dates – Adoption of Local Amendments to 2019 California Building Code and 2019 California Residential Code.

RECOMMENDATION

Staff recommends the City Council introduce an ordinance modifying and amending administrative regulations to Title 15 - Building and Construction Chapter 15.08 Building Code and Chapter 15.10 Residential Code relating to permit and application expiration dates.

BACKGROUND

California state law allows local governments to amend the California Building Standards Codes to make them more stringent, provided required findings are made. The amendments must be necessary to address local climatic, geologic, environmental, or topographic conditions that affect the health, safety, and welfare of residents. The proposed amendments are administrative and do not amend “building standards” and therefore do not require express findings.

In the wake of the COVID-19 global pandemic, new challenges have arisen making it difficult for permittees to comply with current Daly City Municipal Code amendments relating to permit and application expiration dates. As a result of the COVID-19 pandemic, on March 13, 2020 President Trump declared a nationwide emergency pursuant to Sec. 501(b) of the Stafford Act. Following that, on March 19, 2020 Governor Gavin Newsom announced a shelter at home order effectively prohibiting non-essential construction. Continued shelter-in-place orders coupled with California’s COVID-19 tier system has caused additional construction delays at no fault of the permittee. The Building Division has received numerous requests for permit extensions in the plan review (application), and permit (under-construction) stages. To address this, staff has proposed to update and modify the current code language to allow for increased time limits on permits and permit applications. (See attachment B) In addition to this, staff has also included necessary modifications to encapsulate AB 2913, which increases limits on permits. Staff has also included current Daly City Municipal Code amendments on permit and application expiration requirements to serve as a reference when evaluating the new proposed language. (See attachment A)

DISCUSSION

This ordinance would provide that a permit under California Building Standards Law would remain valid if approved by the Building Official for additional 720 days. This includes a 360 day extension providing lenience relating to the events of the COVID-19 pandemic. In addition, staff has removed the requirement to complete the project within 360 days. This would benefit projects that show good faith toward completion additional time needed to finalize construction.

On the permit application side, the same rules apply excluding extensions given for resubmittals resulting from comments of the City of Daly City staff.

FISCAL IMPACT

No Fiscal impacts anticipated.

ENVIRONMENTAL CLEARANCE

In accordance with CEQA Guidelines section 15061(b)(3), common sense exemption, action on this item is not a project subject to CEQA because policy direction is an administrative action that will not result in a physical change to the environment.

RECOMMENDATION

Staff recommends that the City Council introduce an ordinance adopting updated local amendments to the 2019 California Building Code and the 2019 California Residential Building Code.

Respectfully submitted,



Mario Sigala
Chief Building Official
Building Supervisor



Tatum Mothershead
Director of Economic and
Community Development

ATTACHMENTS:

- A. Attachment A – Current Municipal Code Sections Relating to Building Permit Expirations
- B. Attachment B – Amendments to the Municipal Code Relating to Building Permit Expirations
- C. Attachment C – Ordinance - Building Code - Permit and Permit Application Expiration Limits

**ATTACHMENT A: CURRENT MUNICIPAL CODE SECTIONS RELATING TO
BUILDING PERMIT EXPIRATIONS**

**DALY CITY MUNICIPAL CODE AS ADOPTED BY THE CITY COUNCIL ON THE
25TH OF NOVEMBER IN THE YEAR OF 2019**

Title 15 -Building and Construction Chapter 15.08 – Building Code

Section 15.00.030 – Section [A]105.3.2. Time Limitation of Application.

Applications for which no permit is issued within one hundred eighty days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the administrative authority.

Exception: Applications to abate enforcement violations shall have duration not to exceed ninety days.

The building official may extend the time for action by the applicant for a period not exceeding one hundred eighty days on request by the applicant showing that circumstances beyond the control of the application have prevented action from being taken.

Exception: An extension on an application to abate enforcement violations shall not exceed ninety days.

No application shall be extended or reactivated more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

Terms Explained:

1. Permit Application Extended—To prolong a permit application without an activity less than one hundred eighty days from the date of application without causing the permit to expire beyond limitation.
2. Permit Application Reactivated—To restore a permit application without an activity for more than one hundred eighty days but less than three hundred sixty days from the date of application to a state of activity.
3. Expired Permit Renewal—To restore a permit application that has been extended and reactivated or has not had an activity for more than three hundred sixty days from the date of application.

Section 15.00.040 – Section [A]105.5. Permit Expiration and Extension.

The following provisions apply to all permits issued. Every permit issued by the building official under the provisions of this code shall remain valid if the work authorized by such permit is commenced within twelve months after its issuance per A.B. 2913, unless the permittee has abandoned the work authorized by the permit.

Exceptions:

- A. Code enforcement permit is to abate or repair building violations and shall have duration not to exceed ninety days and shall expire if work is not commenced or is suspended or abandoned after ninety days has expired.
- B. Permits for building maintenance work shall have duration not to exceed one hundred eighty days and shall expire if work is not commenced or is suspended or abandoned after one hundred eighty days has expired.

Building maintenance work shall include reroofing, water heater, furnace, siding, garage door, garage door opener, and window replacement, new electrical service installation, minor plumbing repairs and other similar work as determined by the administrative authority.

In the case of an expired permit, before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be per fees established by resolution of the city council, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew or reactivate the action on a permit after expiration exceeding three hundred sixty days, the permittee shall pay a new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The administrative authority may extend the time for action by the permittee for a period not exceeding one hundred eighty days on written request by the permittee showing justifiable cause that demonstrated beyond the control of the permittee have prevented action from being taken.

Exceptions:

- A. Code enforcement permits to abate or repair an enforcement violations may be extended for a period of time not to exceed ninety days.
- B. Permits for building maintenance work may be extended or reactivated for a period of time not to exceed one hundred eighty days.
- C. No permit shall be extended or reactivated more than once.

Terms Explained:

- 1. Permit Extended—To prolong a permit without an activity before one hundred eighty days without causing the permit to expire beyond limitation.
- 2. Permit Reactivated—To restore a permit without an activity for more than one hundred eighty days but less than three hundred sixty days to a state of activity.
- 3. Code Enforcement Permit—Is to abate or repair a violation and not for construction.

Title 15 -Building and Construction Chapter 15.10 – Residential Building Code

Section 15.10.030 – Section R105.3.2. Time Limitation of Application.

Section R105.3.2 of the California Residential Code 2019 Edition is deleted and substituted by Municipal Code General Regulations section 15.00.030.

Section 15.10.040 – Section R105.5. Permit Expiration and Extension

Section R105.5 of the California Residential Code 2019 Edition is deleted and substituted by Municipal Code General Regulations section 15.00.040.

[END]

ATTACHMENT B: AMENDMENTS TO THE MUNICIPAL CODE RELATING TO
BUILDING PERMIT EXPIRATIONS

**15.00.030 - CBC BUILDING CODE AMENDMENT, SECTION [A] 105.3.2, TIME
LIMITATION OF APPLICATION:**

Section 15.08.030 Section [A]105.3.2 Time Limitation of Application, of the California Building Code, Chapter 1, Division II is hereby amended to read as follows:

[A]105.3.2 Time Limitation of Application. Except as set forth in subsection 105.3.2.1, every application for a permit for any proposed work for which no permit has been issued within (180) calendar days following the date of receipt of the application shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (180) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. The extension shall be required in writing and justifiable case must be demonstrated. No application under this subsection shall be extended more than twice. For the purpose of renewal on an application after expiration, the applicant shall resubmit plans compliant with the applicable code at time of resubmittal and pay new plan review fees. The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

[A]105.3.2.1 Time Limitation of Application - Code Enforcement Permits. Notwithstanding any provision of section 105.3.2, if a permit application was filed in order to bring an unpermitted structure, and other unlawful, substandard, or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, and no permit has been issued within ninety (90) days of receipt of the application it shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (90) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. No application covered under this subsection shall be granted more than once.

15.00.040 – CBC BUILDING CODE AMENDMENT, [A]105.5 EXPIRATION:

Section [A]105.5 of the California Building Code, Chapter 1, Division II is hereby amended to read as follows:

[A]105.5 Expiration. Except as set forth in subsection [A]105.5.1 & [A]105.5.2, every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one calendar year from the date of issuance of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of (180) calendar days.

For the purposes of this subsection “suspended or abandoned” shall mean that the permittee has, for a period of (180) days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule and pass a required interim or final inspection for a period of (180) days or longer since the issuance date of the permit or since the most recent interim

inspection may be deemed to constitute a failure to make substantial progress toward completion of the work.

Required inspections include: footing/foundation inspection, concrete slab or under-floor inspection, framing inspection, lath or gypsum board inspection, fire resistant penetration inspection, energy efficiency inspection, any required special inspections, final inspections, and any other inspections other than conference inspections required by the Building Official. However, the Building Official may extend a permit if justifiable delay is demonstrated in writing or where a good faith effort toward code compliant work has been performed.

- A. **Permit Extensions-** Any permittee holding an unexpired permit may request in writing an extension of time when the permittee is unable to commence work within the time required by this section. The Building Official may, in his/her sole discretion, grant, one or more extensions of time, for periods not more than (180) days each. A written request by the permittee shall demonstrate written evidence demonstrating that a good faith effort to complete the project has been made and that reasons beyond the control of the permittee and relating to the project have resulted in a delay. Under no condition shall a permit be extended more than three times, for a total maximum time of three (180) calendar day extensions. Each 180-calendar day extension must be approved individually by the Building Official.
- B. **New Permit Required After Expiration-** Prior to recommencing work on the site after permit expiration a new permit shall be first obtained. The fee shall be one half the amount required for a new permit provided no changes have been made or will be made to the original plans and specifications for such work, and the work has not been suspended or abandoned for more than one year from the last required, recorded inspection. In cases in which the work was suspended or abandoned beyond one year from the last required, recorded inspection, a new permit shall not be issued after expiration if the original review was performed using a previously adopted code. The Building Official, in his/her sole discretion, has the authority to deny the new permit which utilizes the requirements of the expired permit unless the permittee has made good faith effort to complete the project and for reasons beyond their control and related to the project. The permittee must provide a written report on the current status of construction which shall include a request for an extension and a timeframe for completion in order for the Building Official to renew the permit.

The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

[A]105.5.1 Expiration - Code Enforcement Permits. Notwithstanding any provision of section [A]105.5, if a building permit was issued in order to bring an unpermitted structure, and other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void ninety (90) days after the issuance date of such permit, and if the permittee has failed to make

substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of (90) days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods not more than (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

[A]105.5.2 Expiration-Building Maintenance. Notwithstanding any provision of section [A]105.5, if a building permit was issued for the purpose of building maintenance such permit shall expire by limitation and become null and void (or 180 days) after the issuance date of such permit. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.00.030 - CRC BUILDING CODE AMENDMENT, SECTION R105.3.2, TIME LIMITATION OF APPLICATION:

Section R105.3.2 of the California Residential Code, Chapter 1, is hereby amended to read as follows:

R105.3.2 Time Limitation of Application. Except as set forth in subsection R105.3.2.1, every application for a permit for any proposed work for which no permit has been issued within (180) calendar days following the date of receipt of the application shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (180) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. The extension shall be required in writing and justifiable case demonstrated. No application under this subsection shall be extended more than twice. For the purpose of renewal on an application after expiration, the applicant shall resubmit plans compliant with the applicable code at time of resubmittal and pay new plan review fees. The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

R105.3.2.1 Time Limitation of Application - Code Enforcement Permits. Notwithstanding any provision of section R105.3.2, if a permit application was filed in order to bring an unpermitted structure, and other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, for which no permit has been issued within ninety (90) days of receipt of the application shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (90) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. No application covered under this subsection shall be granted an extension more than once.

15.00.040 – CRC BUILDING CODE AMENDMENT, R105.5 EXPIRATION:

Section R105.5 of the California Residential Code, Chapter 1, is hereby amended to read as follows:

R105.5 Expiration. Except as set forth in subsection R105.5.1 & R105.5.2, every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one calendar year from the date of issuance of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 calendar days.

For the purposes of this subsection “suspended or abandoned” shall mean that the permittee has, for a period of (180) days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule and pass a required interim or final inspection for a period

of 180 days or longer since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work.

Required inspections include: footing/foundation inspection, concrete slab or under-floor inspection, framing inspection, lath or gypsum board inspection, fire resistant penetration inspection, energy efficiency inspection, any required special inspections, final inspections and any other inspections, other than conference inspections, required by the Building Official. However, the Building Official may extend a permit if justifiable delay is demonstrated in writing or where a good faith effort toward code compliant work has been performed.

- A. **Permit Extensions-** Any permittee holding an unexpired permit may request in writing an extension of time when the permittee is unable to commence work within the time required by this section. The Building Official may, in his/her sole discretion, grant, one or more extensions of time, for periods, not more than (180) days each. A written request by the permittee shall demonstrate written evidence demonstrating that a good faith effort to complete the project has been made and that reasons beyond the control of the permittee and relating to the project have resulted in a delay. Under no condition shall a permit be extended more than three times, for a total maximum time of three (180) calendar day extensions. Each (180) calendar day extension must be approved individually by the Building Official.
- B. **New Permit Required After Expiration-** Prior to recommencing work on the site after permit expiration, a new permit shall be first obtained, and the fee shall be one half the amount required for a new permit provided no changes have been made or will be made to the original plans and specifications for such work, and the work has not been suspended or abandoned for more than one year from the last required, recorded inspection. In cases in which the work was suspended or abandoned beyond one year from the last required, recorded inspection, a new permit shall not be issued after expiration if the original review was performed using a previously adopted code. The Building Official, in his/her sole discretion, has the authority to deny the new permit which utilizes the requirements of the expired permit unless the permittee has made good faith effort to complete the project and for reasons beyond their control and related to the project. The permittee must provide a written report on the current status of construction which will include a request for an extension and a timeframe for completion in order for the building official to renew the permit.

The Building Official may, in his/her sole discretion, grant, an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

R105.5.1 Expiration - Code Enforcement Permits. Notwithstanding any provision of section R105.5, if a building permit was issued in order to bring an unpermitted structure, and other unlawful, substandard or hazardous condition into compliance with any applicable law,

ordinance, rule or regulation, such permit shall expire by limitation and become null and void ninety (90) days after the issuance date of such permit, if the permittee has failed to make substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of (90) days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods not more than (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

R105.5.2 Expiration-Building Maintenance. Notwithstanding any provision of section R105.5, if a building permit was issued for the purpose of building maintenance such permit shall expire by limitation and become null and void (180) days after the issuance date of such permit. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods not more than (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DALY CITY AMENDING
SECTIONS OF TITLE 15 OF THE DALY CITY MUNICIPAL CODE REGARDING
BUILDING AND CONSTRUCTION: PERMIT TIME LIMITATIONS

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climate, geological, or topographical conditions; and

WHEREAS, adopting this ordinance, specific amendments have been established which are more restrictive in nature than those adopted by the State of California and the California Building Standards Commission; and

WHEREAS, these local amendments to the above Codes have been evaluated and recognized by the City of Daly City to address problems, concerns resulting from the COVID-19 pandemic; and

WHEREAS, the adoption of this Ordinance is based upon the “Finding of Facts”, as referenced in Section 3 of this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALY CITY DOES ORDAIN as follows:

SECTION 1: That Title 15 - Building and Construction, Chapter 15.00 – GENERAL REGULATIONS - **Section 15.00.030** – Time limitation of application. of the Daly City Municipal Code is hereby amended to read as follows:

Section 15.00.030 – Time Limitation of Application

105.3.2 Time Limitation of Application. Except as set forth in subsection 105.3.2.1, every application for a permit for any proposed work for which no permit has been issued within (180) calendar days following the date of receipt of the application shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (180) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. The extension shall be required in writing and justifiable case must be demonstrated. No application under this subsection shall be extended more than twice. For the purpose of renewal on an application after expiration, the applicant shall resubmit plans compliant with the applicable code at time of resubmittal and pay new plan review fees. The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

105.3.2.1 Time Limitation of Application - Code Enforcement Permits. Notwithstanding any provision of section 105.3.2, if a permit application was filed in order to bring an unpermitted structure, and other unlawful, substandard, or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, and no permit has been issued

within ninety (90) days of receipt of the application it shall expire by limitation. The Building Official may extend the time for action by the applicant for a period not exceeding (90) calendar days upon request of the applicant demonstrating that circumstances beyond the control of the applicant and relating to the project have prevented action from being taken. No application covered under this subsection shall be granted more than once.

SECTION 2: That Title 15 - Building and Construction, Chapter 15.00 GENERAL REGULATIONS - **Section 15.00.040** – Permit expiration and extension. of the Daly City Municipal Code is hereby amended to read as follows:

15.00.040 – Expiration

105.5 Expiration. Except as set forth in subsection 105.5.1 & 105.5.2, every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one calendar year from the date of issuance of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of (180) calendar days.

For the purposes of this subsection “suspended or abandoned” shall mean that the permittee has, for a period of (180) days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule and pass a required interim or final inspection for a period of (180) days or longer since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work.

Required inspections include: footing/foundation inspection, concrete slab or under-floor inspection, framing inspection, lath or gypsum board inspection, fire resistant penetration inspection, energy efficiency inspection, any required special inspections, final inspections, and any other inspections other than conference inspections required by the Building Official. However, the Building Official may extend a permit if justifiable delay is demonstrated in writing or where a good faith effort toward code compliant work has been performed.

A. **Permit Extensions-** Any permittee holding an unexpired permit may request in writing an extension of time when the permittee is unable to commence work within the time required by this section. The Building Official may, in his/her sole discretion, grant, one or more extensions of time, for periods not more than (180) days each. A written request by the permittee shall demonstrate written evidence demonstrating that a good faith effort to complete the project has been made and that reasons beyond the control of the permittee and relating to the project have resulted in a delay. Under no condition shall a permit be extended more than three times, for a total maximum time of three (180) calendar day extensions. Each 180-calendar day extension must be approved individually by the Building Official.

B. Reactivation Required After Expiration- Prior to recommencing work on the site after permit expiration a request for reactivation shall be first obtained, provided no changes have been made or will be made to the original plans and specifications for such work, and the work has not been suspended or abandoned for more than one year from the last required, recorded inspection. In cases in which the work was suspended or abandoned beyond one year from the last required, recorded inspection, reactivation shall not be issued after expiration if the original review was performed using a previously adopted code.

The Building Official, in his/her sole discretion, has the authority to deny reactivation which utilizes the requirements of the expired permit unless the permittee has made good faith effort to complete the project and for reasons beyond their control and related to the project. The permittee must provide a written report on the current status of construction which shall include a request for an extension and a timeframe for completion in order for the Building Official to renew the permit.

The Building Official may, in his/her sole discretion, grant an additional extension up to (360) days as necessitated by an official California major disaster declaration issued by FEMA.

105.5.1 Expiration - Code Enforcement Permits. Notwithstanding any provision of section 105.5, if a building permit was issued in order to bring an unpermitted structure, and other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void ninety (90) days after the issuance date of such permit, and if the permittee has failed to make substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of (90) days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods not more than (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.5.2 Expiration-Building Maintenance. Notwithstanding any provision of section 105.5, if a building permit was issued for the purpose of building maintenance such permit shall expire by limitation and become null and void (or 180 days) after the issuance date of such permit. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

SECTION 3: Findings.

No findings are required under Health and Safety Code Section 17958.7 for the amendments in this ordinance as they are administrative only and do not amend “building standards,” as defined in Section 18909 of the Health and Safety Code.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any

court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Daly City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5: Environmental Determination. City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), under the common sense exemption, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project as provided by the Act, in that it does not have a potential for resulting in a detrimental physical change in the environment, directly or ultimately, as provided in Title 14, Section 15061(b)(3).

SECTION 6: Publication/Summary; Effective Date. Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This ordinance shall become effective thirty (30) days from and after its adoption.

Introduced this _____ day of _____, 2021.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the ____ day of _____, 2021, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

DRAFT



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

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

Recommended Action

Staff recommends that the City Council repeal and replace Chapter 8.64 of the Daly City Municipal Code – Regulating the Use of Disposable Food Service Ware by Food Facilities.

Background

The County of San Mateo and its cities have been leaders in sustainability initiatives for over a decade, and addressing the challenge of disposable food service ware is not new. In 2011, the County led an initiative to prohibit food vendors from using polystyrene-based disposable food service ware, such as Styrofoam. The Daly City Council voted unanimously to join that effort in 2012. The County also led the countywide Re-Usable Bag Ordinance, essentially prohibiting the provision of single-use plastic bags in retail establishments, which again the Daly City Council adopted unanimously shortly thereafter in late 2012. Through a regional, collaborative approach, these efforts helped combat negative environmental impacts, as polystyrene and plastic bags often ended up as litter in our streets and polluted our waterways. This pollution continues to have lasting impacts on our environment wildlife and human health. In current day, petroleum-based plastic has replaced polystyrene and plastic is now typically used in food facilities as disposable food service ware. Plastic foodware has become a pervasive pollutant not just in our community, but across the world. Recent Bay Area litter studies showed that 67% of street litter comes from single-use food and beverage packaging.

Since 2019, the County of San Mateo's Office of Sustainability has been leading a new, regional initiative to expand the prohibition on disposable food service ware beyond polystyrene to include more single-use plastics. The County is currently working with interested cities on solutions to the plastic waste challenge because it will be valuable to have a policy that is uniform and consistent across the entire county. The County is so invested in this effort that it will lead the education and enforcement for those cities that adopt the County's model ordinance.

While disposable food service ware is convenient to customers, plastic disposables have lasting impacts on the environment. Plastic disposable food service ware is often used just for a few minutes before becoming waste that lasts hundreds of years, breaking down into very small pieces called microplastics that are now being found in the food that we eat, the air that we breath, and even in our bodies! Microplastics also absorb other pollutants found in our waterways, increasing their toxicity. After being discarded after just a single use, these plastic foodware items become highly problematic pollution that lasts many generations.

Just in this past year with limited dine-in operations due to the pandemic, businesses relied heavily on takeout and delivery options using disposables, resulting in increased waste consumption. In addition to the environmental impact plastics have on the natural environment, more recent instability in the international plastic recycling market has led most waste haulers throughout the Bay Area and the state to treat certain types of plastics (#3-#7) as contamination—these types of plastics are now landfilled as recycling markets in China have declined. While the global recycling industry remains

City Council Agenda Report

Subject: Public Hearing – Proposed Ordinance Repealing and Replacing Chapter 8.64 – Regulating the Use of Disposable Food Service Ware by Food Facilities
Meeting Date: July 26, 2021

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in a tailspin, jurisdictions must find ways to address these issues locally. Waste haulers are working with local governments, the state, and other partners to create long-term sustainable plans for plastic waste.

After decades of research, public outreach, media coverage and recent information sharing on social media, the problem of plastic pollution is now well known and public support for sustainable alternatives is at an all-time high. Cities and countries around the world are taking bold action and so are private businesses. For example, popular food delivery apps have recently implemented options for users to decline the addition of plastic utensils to their orders, and restaurants are already using plastic alternatives and reusable foodware.

Discussion

The purpose of the proposed Disposable Food Service Ware Ordinance is three-fold:

1. Reduce single-use plastics and other foodware waste
2. Improve the health and safety of our community members
3. Keep our waterways clean and safe

Chapter 8.64 of the Daly City Municipal Code currently prohibits food vendors from using polystyrene-based disposable food service ware when providing prepared food. The County of San Mateo's proposed model Disposable Food Service Ware Ordinance will now require food facilities such as restaurants, mobile food trucks, temporary food facilities (i.e. street fairs, festivals), farmers' markets, catering operations, private schools, and other operations to:

1. Provide the following disposable food service ware made from non-plastic, compostable, natural fiber-based materials such as paper, sugarcane, wheat stalk/stem, bamboo, wood, hay, etc.:
 - a. Four Accessories: Straws, stirrers, utensils, and cocktail/toothpicks (and the packaging that these individual items are wrapped in, if any)
 - b. Larger Foodware: Plates, bowls, cups, food trays, clamshells, boxes, deli containers, and other containers. These items may be lined with, but not made entirely of compostable plastic. Additionally, these items shall be certified by Biodegradable Products Institute (BPI) or approved third party.

For all other disposable food service ware not listed above, items accepted by the food facility's local recycling or composting programs shall be used.

2. Provide accessories (i.e. straws, stirrers, cup spill plugs, etc.) only:
 - a. When requested by the consumer,
 - b. When the consumer accepts an offer by the food facility, or
 - c. At a self-serve area and/or dispensers.

City Council Agenda Report

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

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Accessories shall be distributed unbundled as separate individual units. Take-out food delivery services that utilize digital ordering platforms shall provide clear options for customers to affirmatively request accessories.

The proposed Ordinance will provide exemptions for the following:

1. Prepackaged food
2. Polystyrene coolers and chests
3. Disposable foodware made from aluminum
4. Disposable plastic straws may be provided only upon request to consumers with medical needs
5. Healthcare facilities may distribute disposable plastic straws without a request from patients
6. Drive-through areas of food facilities may distribute straws and cup sleeves without a request from the consumer
7. If no reasonably feasible disposable foodware alternative exists, item may be exempt

Compliant disposable food service ware typically cost more than its plastic counterparts, ranging from 1 cent to 27 cents more per item, depending on type, size and material selected. It is important to note that the cost of these items have come down significantly over the past couple of years since more vendors are making the switch to more environmentally friendly foodware. Costs are anticipated to continue to decrease as manufactures increase. These small cost differences between petroleum-based plastics and fiber-based compostable food service ware are minimal when compared to the costs of plastic pollution to the environment, wildlife and our own health. Those costs to society are not accounted for with the use of plastics, but we all pay the price. Furthermore, compostable food service ware can be recycled in an organics collection bin. Organics recycling costs 25% less compared to garbage disposal (in landfills) through Republic Services, the City's franchised waste hauler. Reducing garbage volume and increasing organics recycling is a principal method for reducing waste hauling bills for businesses and residents.

Additionally, City staff recommend going beyond the County's proposed model Ordinance to include a reusable food service ware requirement, wherever practicable, for food facilities. Reusable foodware reduces waste because it is not thrown in the trash after just one use, and it reduces litter from single-use packaging. Staff believes taking this additional step to reduce waste at its source will yield a greater long-term benefit for both the environment and our food facilities.

Approximately 267 food facilities in Daly City will be impacted by this Ordinance. A study of Daly City restaurants conducted by a local advocacy organization, Reusable SMC, determined that all full-service restaurants and most fast casual restaurants utilize reusables for dine-in, while all cafés, bakeries and fast food restaurants utilize disposable foodware for both dine-in and take-out. Further education and outreach efforts will be provided to help these food facilities transition to sustainable alternatives should the City Council adopt this Ordinance.

The County's Office of Sustainability will maintain a list of approved compliant food service ware and has developed multi-lingual outreach and education materials that will also be made available on

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the City's dedicated webpage (www.dalycity.org/disposablefoodware). Staff will partner with the County's Office of Sustainability and ReThink Disposables, a non-profit group funded by the County, to provide direct technical assistance to food facilities. Financial incentives for compliant disposable foodware for underserved food facilities, which specifically include food facilities located in San Mateo County whose owners live in zip codes 94014 and 94015, are available from the Office of Sustainability. Financial incentives are also available for compliant reusable foodware for all food. A food facility may receive up to \$300—funding is limited and will be awarded on a first come first served basis.

The County's Foodware Aware Team will take the lead on educating food facilities about the new requirements related to transitioning from plastic disposable food service ware to natural fiber-based disposable food service ware and/or reusable food service ware. Enforcement is not intended to be punitive—the Office of Sustainability will take every opportunity to provide further education and assistance to successfully transition food facilities to meet the new requirements. Similarly, the City will assist in educating food facilities to transition to reusable food service ware, wherever practicable, and City staff will use the same approach for enforcement.

The County's original operational and enforcement date was set for March 25, 2021; however, the Board of Supervisors postponed this date by one year due to the impact COVID-19 on restaurants and other food facilities. Since the City understands that many in our business community are still recovering from the pandemic, staff will be recommending to postpone the effective date of the City's Ordinance beyond the County of San Mateo's March 25, 2022 effective date to October 1, 2022 to allow for an additional six months for businesses to prepare and transition.

Staff has been leading education efforts since Fall 2019 on this initiative with targeted outreach to food facilities, survey opportunities, and live informational sessions, to name a few. The response from food facilities is generally supportive of the changes, although businesses did express concerns about how soon the Ordinance would take effect, as well as the additional cost to switch from plastic to fiber-based and/or reusables.

On June 10, 2021, staff presented on this topic to the Small Business Commission to invite their feedback as it relates to our business community. The Commission overall supported the County's proposed model Ordinance and were appreciative of City staff's recommendation to postpone the effective date six months beyond the County's effective date. They emphasized the need to be sensitive to their recovery from the pandemic and that providing outreach, education and support is important to achieving success with the implementation of the proposed Ordinance. The Commission recommended looking into additional financial incentives beyond what the County is offering, to provide more support to local food facilities.

Since the County's adoption of the Model Ordinance on February 25, 2020, eight neighboring jurisdictions have since adopted a Disposable Food Service Ware Ordinance:

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Jurisdiction	Ordinance Adoption Date	Ordinance Enforcement Date	Requirements Beyond County's Model Ordinance
County of San Mateo (unincorporated areas only)	2/25/2020	3/25/2022	
City of South San Francisco	3/25/2020	3/25/2022	
City of Burlingame	5/4/2020	3/25/2022	
Town of Atherton	6/17/2020	3/25/2022	
			*Wherever practicable, food facilities shall provide reusable foodware in place of disposable foodware. *Accessories such as straws, stirrers, cup spill plugs, condiment packets, utensils, napkins, etc. shall be provided only when requested by the consumer.
City of Half Moon Bay	10/6/2020	7/9/2021	
City of Belmont	11/25/2020	3/25/2022	
City of San Mateo	2/1/2021	10/1/2022	
City of Millbrae	2/23/2021	3/25/2022	
City of Brisbane	4/15/2021	3/25/2022	
City of Daly City	TBD	Proposed: 10/1/2022	*Wherever practicable, food facilities shall provide reusable foodware in place of disposable foodware.

Fiscal Impact

The City Manager's Community Sustainability budget accounts for miscellaneous expenditures related to sustainability efforts. The FY 2021-22 budget currently has \$2,500 allocated; the City can explore coordinating with the County's Office of Sustainability to administer additional grant funding to businesses when County funding is exhausted.

The City might incur minimal costs associated with any marketing materials needed beyond the County of San Mateo Office of Sustainability's collateral materials. These costs, however, can be absorbed in the FY 2021-22 budget. In-house staff will be used to promote reusables, wherever practicable.

Summary/Conclusion

Let's join the County of San Mateo and our neighboring cities in taking this next step to reduce our carbon footprint, reduce the amount of waste sent to landfills, and protect our environment and health.

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Staff recommends that the City Council repeal and replace Chapter 8.64 of the Daly City Municipal Code – Regulating the Use of Disposable Food Service Ware by Food Facilities effective October 1, 2022.

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

Respectfully submitted,



Leilani Ramos
Assistant to the City Manager



Stephen Stolte
Assistant City Manager

Encl: Draft Disposable Food Service Ware Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DALY CITY REPEALING AND REPLACING
CHAPTER 8.64 OF THE DALY CITY MUNICIPAL CODE REGULATING THE USE OF
DISPOSABLE FOOD SERVICE WARE BY FOOD FACILITIES

The City Council of the City of Daly City, DOES ORDAIN as follows:

SECTION 1. Findings.

The City Council finds and determines that:

- (a) The production, management, and consumption associated with disposable food service ware, typically used for only a few minutes before being discarded, have significant environmental impacts, including environmental contamination; consumption of precious resources such as energy and water; emissions of greenhouse gases; air and water pollution; litter on streets; and plastic pollution in waterways and oceans.
- (b) Disposable food service ware constitutes a substantial portion of the litter found within City of Daly City and the rest of the Bay Area. These types of food service ware are commonly littered or blown out of trash receptacles and migrate through the storm drain system where they eventually end up in the ocean and the county's beaches and creeks.
- (c) Polystyrene is a petroleum-based, lightweight plastic material commonly used as food service ware by retail food vendors. Polystyrene, often referred to by the trademark, Styrofoam, has also become a problematic environmental pollutant given its non-compostable and nearly non-reusable nature.
- (d) The most effective ways to reduce the negative environmental impacts of disposable food service ware include, in order of priority, using reusable food service ware; using natural-fiber based compostable materials, many made from renewable resources such as bamboo, wheat stalk/stem, and sugarcane that do not contain toxic chemicals; and recycling food service ware. When products are reused and recycled, natural resources are spared, less energy is used for the production of new products, and premium landfill space is preserved. When compostable products are turned into compost, they can reduce water use and lessen the need for fertilizer at the site where the compost is applied (e.g., gardens, yards, farm land, etc.), which can also lead to cost savings since less/no fertilizers need to be purchased.
- (e) Compostable food service ware such as cups, plates, clamshell containers, and utensils are now made from paper, sugarcane stalk, bamboo, wheat stalk/straw, and other blends of natural plant fibers. As these products degrade, they pose less of a danger to the environment.
- (f) Even with the emergence of compostable plastics, which are derived from renewable biomass sources such as plants and microorganisms, there are limited certified types of compostable plastic that biodegrade in a marine environment.
- (g) Certain disposable food service ware, including compostable paperboard containers, may contain fluorinated chemicals, also known as per- and polyfluorinated alkyl substances (PFAS), which are synthetic chemicals commonly used in disposable food service ware to repel water and grease. Fluorinated chemicals pose a public health risk as they have been linked to serious health effects including kidney and testicular cancer, thyroid disruption, delayed puberty, and obesity.
- (h) Plastics in waterways and oceans break down into smaller pieces, called microplastics, that do not biodegrade and are present in most of the world's oceans. Microplastics consumed

by marine organisms make their way into animals' tissues and are beginning to show up in the fish that humans consume. Plastic debris also attracts and concentrates ambient pollutants in seawater and freshwater, which can transfer to fish and other seafood that is eventually sold for human consumption.

- (i) Reduction of disposable food service ware in the environment will advance compliance with federal, state, county and city clean water mandates, including the City's Municipal Regional Stormwater Permit requirement, by helping to reduce trash and litter in stormwater discharges.
- (j) Understanding the importance of and need for reducing plastic litter, the City adopted a plastic bag ban ordinance in 2012. Adopting this Ordinance will help further reduce the amount of litter entering the city's storm drains, creeks, the bay, and the ocean.
- (k) This Council does, accordingly, find and declare that it should restrict the use by food facilities of polystyrene-based disposable food service ware and require the replacement of non-compostable or non-recyclable disposable food service ware with compostable alternatives that are non-plastic, natural fiber-based, and free of all intentionally added fluorinated chemicals, when and where possible.

SECTION 2. Chapter 8.64 of the Daly City Municipal Code are hereby repealed and replaced in its entirety by a new Chapter 8.64 to be numbered and entitled and to read as follows:

CHAPTER 8.64

REGULATING THE USE OF DISPOSABLE FOOD SERVICE WARE

8.64.010– Definitions.

8.64.020– Distribution of Disposable Food Service Ware Accessories.

8.64.030– Standards and Required Use of Disposable Food Service Ware.

8.64.040– Recordkeeping and Inspection.

8.64.050 - Automatic Exemptions.

8.64.060– Case-by-Case Consideration of Requests for Hardship Exemption.

8.64.070– Authorization of enforcement by San Mateo County personnel.

8.64.010 – Definitions.

For purposes of this Chapter, the following terms have the following meanings:

- (a) "Aluminum Foil-based" means any Disposable Food Service Ware composed entirely of aluminum, including but not limited to aluminum tray liners, aluminum foil, and aluminum foil baskets.
- (b) "Biodegradable Products Institute (BPI)" refers to a certification program that ensures that products and packaging displaying the BPI logo have been independently tested and verified accordingly to scientifically based standards to successfully break down in professionally managed industrial composting facilities. BPI-certified products meet the standards of the American Society for Testing Materials (ASTM) D6400 or D6868 for compostability. Starting on January 1, 2020, all BPI-certified products will also be

required to have (1) a limit of 100 parts per million (ppm) total Fluorinated Chemicals as the upper threshold for acceptance and (2) no intentionally added Fluorinated Chemicals.

- (c) “Compostable” means that an item or material (1) will break down, or otherwise become part of usable compost in a safe and timely manner and (2) is Natural Fiber-based or made from other materials approved by the City Manager or designee. Compostable items may include those that are made entirely of Natural Fiber or Natural Fiber-based items that are coated or lined with biologically based polymer, such as corn or other plant sources (e.g., compostable plastics), if certified by BPI or by another independent third party approved by the City Manager or designee.
- (d) “Disposable” means designed to be discarded after a single or limited number of uses and not designed or manufactured for long-term multiple reuse.
- (e) “Food Service Ware” means food contact products used for serving, distributing, holding, packaging, and/or transporting Prepared Food including, but not limited to plates, cups, bowls, trays, clamshell containers, boxes, utensils, straws, lids, and food contact paper (e.g., wraps, bags, tray liners, etc.). The term "Food Service Ware" includes Food Service Ware Accessories.
- (f) “Food Service Ware Accessories” include Food Service Ware such as straws, stirrers, cup spill plugs, cup sleeves, condiment packets, utensils (including chopsticks), cocktail sticks/picks, toothpicks, napkins, and other similar accessory or accompanying Food Service Ware used as part of food or beverage service or packaging. Detachable lids for beverage cups and food containers are not considered a Food Service Ware Accessory.
- (g) “Fluorinated Chemicals” means perfluoroalkyl and polyfluoroalkyl substances (PFAS chemicals) or fluorinated chemicals, which are a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.
- (h) “Food Facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food to the public for human consumption, as defined by the California Health and Safety Code Section 113789 or successor. It includes both permanent and temporary food facilities. Public schools are exempt from the provisions of this Chapter.
- (i) “Food Scrap Composting Method” means (1) self-hauling of food scraps to a permitted composting facility or a transfer station that accepts food scraps that will be transferred to a permitted composting facility for on-site compost processing, (2) food scrap compost collection service provided by a curbside hauler, or (3) on-site food scrap composting.
- (j) “Healthcare Facilities” mean places that provide healthcare to the public. Healthcare Facilities includes, but is not limited to hospitals, clinics, outpatient care centers, nursing homes, psychiatric care centers, medical offices, hospice homes, mental health and addiction treatment centers, orthopedic and other rehabilitation centers, urgent care, birth centers, etc.
- (k) “Natural Fiber/Natural Fiber-based” means a plant or animal-based, non-synthetic fiber, including but not limited to products made from paper, sugarcane, bamboo, wheat stems/stalk, hay, wood, etc.
- (l) “Non-Compostable” means not meeting the definition of Compostable set forth in this Chapter.
- (m) “Polystyrene-based” means and includes expanded polystyrene, which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene" also includes polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam (expanded polystyrene [EPS]) and clear or solid polystyrene known as oriented polystyrene.

- (n) “Prepackaged Food” means any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer and prepared at an approved source.
- (o) “Prepared Food” means food or beverages that undergo a cooking or food preparation technique on the Food Facility’s premises for consumption by the public. Cooking or food preparation technique includes, but is not limited to the following:
 - 1. Cooking methods, utilizing the application of heat, such as steaming, microwaving, simmering, boiling, broiling, grilling, frying, or roasting.
 - 2. Beverage preparation, such as blending, brewing, steeping, juicing, diluting, or pouring.
 - 3. Food preparation techniques, such as defrosting, rinsing, washing, diluting, cutting, portioning, mixing, blending, assembling, coating, dipping, garnishing, decorating, or icing.Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.
- (p) “Takeout Food” means Prepared Food requiring no further preparation, which is purchased to be consumed off a Prepared Food Facility’s premises. Takeout Food includes Prepared Food delivered by a Food Facility or by a third-party Takeout Food Delivery Service.
- (q) “Takeout Food Delivery Service” is a service that delivers Takeout Food from a Food Facility to a customer for consumption off the premises. This service can be provided directly by the Food Facility or by a third-party.

8.64.020 – Distribution of Disposable Food Service Ware Accessories.

- (a) No Food Facility shall provide any Disposable Food Service Ware Accessories except (1) upon request by the consumer, (2) upon acceptance by the consumer after being offered by the Food Facility, or (3) at a self-serve area and/or a dispenser.
- (b) Food Facilities shall only distribute Disposable Food Service Ware Accessories unbundled, as separate individual units.
- (c) Takeout Food Delivery Services that utilize digital ordering/point of sale platforms, including but not limited to the internet and smart-phone, shall only offer Disposable Food Service Ware Accessories by providing clear options for customers to affirmatively request these items separate from orders for food and beverages. The default option on the digital ordering/point of sale platforms shall be that no Disposable Food Service Ware Accessories are requested. Each individual Disposable Food Service Ware Accessory (e.g., each fork, knife, condiment packet, napkin, etc.) provided with Prepared Food must be specifically requested by the customer in order for a Food Facility to provide it.

8.64.030 – Standards and Required Use of Disposable Food Service Ware.

- (a) No Food Facility shall use Polystyrene-based Disposable Food Service Ware when providing Prepared Food.
- (b) Food Facilities shall only provide Disposable straws, stirrers, utensils, and cocktail/toothpicks (and the packaging that these individual items are wrapped in, if any) that are Compostable.
- (c) Nothing in this Chapter shall conflict or be construed to conflict with the Americans with Disabilities Act or any other applicable law concerning the rights of individuals with disabilities. In particular, nothing in this Chapter shall restrict, or be construed to restrict,

the provision by Food Facilities of Disposable Non-Compostable straws to individuals who may request the use of Disposable Non-Compostable straws to accommodate medical needs or disabilities. Healthcare Facilities may distribute Disposable Non-Compostable straws with or without request by a patient at the discretion of the Healthcare Facility staff based on the physical or medical needs of the patient.

- (d) Wherever practicable, Food Facilities shall provide Reusable Foodware in place of Disposable Foodware.
- (e) Food Facilities shall use Compostable items for the below Disposable Food Service Ware:
 - 1. Plates
 - 2. Bowls (of all sizes including, but not limited to soup and salad bowls and accessory bowls for condiments)
 - 3. Cups (of all sizes including, but not limited to beverage cups)
 - 4. Food trays
 - 5. Clamshells, boxes, deli containers, and other containers used for the sale and/or distribution of Prepared Food (e.g., Takeout Food, leftover “doggie containers”, etc.)
- (f) Compostable items for the Disposable Food Service Ware listed in Subsection (d) used by Food Facilities must have been tested to breakdown into compost in an industrial composting facility in a timely manner and shall be free of all intentionally added Fluorinated Chemicals. To verify, these items shall be certified by Biodegradable Products Institute (BPI) or another independent third party approved by the City Manager or designee, in collaboration with local waste processors and haulers.
- (g) For all other Disposable Food Service Ware not listed in Subsections (b) and (d), Food Facilities shall use only Disposable Food Service Ware that can be composted by the Food Scrap Composting method utilized by the Food Facility and/or accepted for recycling by the Food Facility’s recycling collection service.
- (h) The San Mateo County Office of Sustainability shall maintain a list of approved Disposable Food Service Ware sources and/or references to organizations that maintain regularly updated lists of products that meet the requirements detailed in Subsections (a), (b), (d), and (e) of this Section. This information shall be made available on the Office of Sustainability website and in the Office. If a product is not included on the approved lists, the Food Facility wishing to use a product as Disposable Food Service Ware shall establish to the City Manager or designee’s satisfaction that the product complies with the requirements detailed in Subsections (a), (b), (d), and (e).

8.64.040 – Recordkeeping and Inspection.

- (a) Food Facilities shall keep complete and accurate record or documents of the below items.
 - 1. Commencing on the effective date of this Ordinance and ending 365 days from the Ordinance effective date, the purchase of all Disposable Food Service Ware, including Non-Compostable and Compostable items.
 - 2. The purchase of the acceptable Disposable Food Service Ware evidencing compliance with this Chapter for a minimum period of three years from the date of purchase.
- (b) The record shall be made available for inspection at no cost to the City/County during regular business hours by City/County employee or City/County-designated staff authorized to enforce this Chapter. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the Food Facility address.

- (c) The provision of false or incomplete information, records, or documents to the City/County shall be a violation of this Chapter.

8.64.050 – Automatic Exemptions.

- (a) Prepackaged Food is exempt from the provisions of this Chapter.
- (b) Polystyrene coolers and ice chests intended for reuse are exempt from the provisions of this Chapter.
- (c) Disposable Food Service Ware that is entirely Aluminum Foil-based is exempt from the provisions of this Chapter.
- (d) If the County determines that a reasonably feasible Disposable Food Service Ware that complies with Section 8.64.040 (a), (b), (d), and (e) of this Chapter does not exist, these items will be exempt from the abovementioned provisions of this Chapter until the County determines that a reasonably feasible alternative is available on the market for purchase. The County will have a current list of these exempted Disposable Food Service Ware posted on the Office of Sustainability website with hard copies available in the Office.
- (e) Certain Disposable Food Service Ware Accessories for beverage orders, specifically, straws and cup sleeves, shall be exempt from Section 8.64.030 (a) and may be distributed for safety reasons without the need for a request by the consumer or an offer by the Food Facility, specifically at drive-through areas of Food Facilities. Detachable lids are not considered a Disposable Food Service Ware Accessory, so Section 8.64.030 (a) does not apply to detachable lids.
- (f) Temporary exemptions due to an emergency are automatic without the submission of a request for an exemption. An emergency is defined as a sudden, unexpected occurrence posing a clear and imminent danger that requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Examples of an emergency include, but are not limited to natural disasters, emergencies due to the release of hazardous materials, emergencies associated with loss of power and/or water, or emergency medical response.

8.64.060 – Case-by-Case Consideration of Requests for Hardship Exemption.

- (a) Grounds for an exemption.

An exemption from any of the provisions of this Chapter may be granted by the City Manager or designee upon demonstration by a Food Facility to the satisfaction of the City that strict application of the requirements would cause undue hardship. An “undue hardship” includes, but is not limited to the following:

1. A situation unique to the Food Facility where a suitable alternative that conforms with the requirements detailed in Section 8.64.040 (a), (b), (d), and (e) does not exist for a specific application.
2. Imposing the provisions of this Chapter would cause significant economic hardship. “Significant economic hardship” may be based on, but not limited to, demonstrating that suitable Disposable Food Service Ware is not available at a commercially reasonable price and the additional cost associated with providing the Disposable Food Service Ware is particularly burdensome to the Food Facility based on the type of operation(s) affected, the overall size of the business/operation, the number, type and location of its facilities, the impact on the overall financial resources of the Food Facility, and other factors. Reasonable added cost for a suitable item as compared to a similar item that the Food Facility can no longer use

shall not by itself constitute adequate grounds to support an exemption for such item. In determining whether a significant economic hardship has been established, the City Manager or designee shall consider the following information: ability of the Food Facility to recover the additional expense by increasing its prices; the availability of tax credits and deductions; outside funding; and other options.

- (b) Request for an exemption. A request for an exemption from the requirements of this Chapter shall include all information deemed necessary by the City to render a decision, including but not limited to documentation showing the factual support for the requested exemption. A request for an exemption may be approved by the City Manager or designee, in whole or in part, with or without conditions. The duration of the exemption, if granted, shall also be determined by the City Manager or designee. Information about the application process for requesting an exemption will be available on the Office of Sustainability's website and in the Office.

8.64.070 Authorization of enforcement by San Mateo County personnel.

- (a) The City Manager or designee may enforce this Chapter.
- (b) The County of San Mateo, its officers, employees and agents are hereby authorized to enforce this chapter on behalf of the city, within the jurisdiction areas of this city
- (c) Violation of this Chapter is a public nuisance subject to all applicable civil, administrative, and criminal remedies and penalties according to the provisions and procedures contained in this ordinance code and state law including, but not limited to, an action for abatement or injunctive relief.
- (d) Notwithstanding authorization of enforcement by County of San Mateo personnel in this Chapter, the violation of, or noncompliance with, any of the requirements of this Chapter or applicable provisions of this code, shall be subject to any administrative, civil, or criminal enforcement remedies available under the law and/or the City's municipal code. In addition, the City may enforce the violation of this Chapter by means of civil enforcement through a restraining order, a preliminary or permanent injunction or by any other means authorized by law.
- (e) This Section shall not be interpreted to limit any otherwise available civil or administrative remedies under law.

SECTION 3. California Environmental Quality Act (CEQA) Finding.

This Ordinance is exempt from the environmental review requirements of CEQA pursuant to Section 15061 (b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the provisions contained herein may have a significant effect on the environment. Further, the Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 of Title 14 of the California Code of Regulations as actions taken by regulatory agencies to assure the maintenance, restoration, enhancement of natural resources, or protection of the environment.

SECTION 4. Severability.

If any provision, section, subsection, sentence, clause, phrase, or word of this Chapter 8.64, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of the Chapter. The City Council hereby declares that it would have passed this

Chapter, and each provision, section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the Summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting.

This Ordinance shall be effective thirty (30) days after adoption. However, the mandatory provisions of this Ordinance, except for Section 8.64.050 (a)(1), shall only become operative and subject to enforcement beginning October 1, 2022.

Introduced this _____ day of _____, 2021

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2021, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: July 26, 2021

Subject: PUBLIC HEARING ON CONDUCTING TEFRA HEARING

Recommended Action

- 1) Conduct a Tax Equity and Fiscal Responsibility Act (“TEFRA”) public hearing regarding the reissuance of up to \$80,000,000 of tax-exempt conduit bonds to finance the development of 206 senior apartments located at 4619 Brunswick Street.
- 2) Adopt the resolution to approve the reissuance of Bonds for the financing of the Project by the California Statewide Communities Development Authority (CSCDA).

Background

The Brunswick Senior Apartments, is a 206-unit senior apartment complex developed by Pacific West Communities, Inc. (PWC).

PWC wishes to utilize tax-exempt bond funds to finance the development of the Brunswick Senior Apartments and intends to work with the California Statewide Communities Development Authority (“the Authority”) as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$80,000,000.

The owner of the Project is expected to be a limited partnership or a limited liability company to be established by PWC, or an affiliate thereof. One hundred (100) percent of the units in the Project will be occupied by residents of lower or very low income.

In order for the interest on the bonds to be excluded from the gross income of the owner of the bonds (i.e. tax-exempt), an “applicable elected representative” of the government unit must approve the issuance of the bond after a public hearing (“TEFRA hearing”) following reasonable public notice. The proposed bond issuance is classified as a private activity for purposes of the Internal Revenue Code (the “Code”). Because CSCDA’s Board of Directors is not an elected body, the Code provides that a governmental unit with elected representatives and jurisdiction over the area in which the project to be financed is located, in this case, the City Council of Daly City, is an “applicable elected representative” with respect to the bond issue.

The Code requires that the City Council hold a TEFRA hearing regarding the issuance of the bonds and adopt a resolution approving the issuance of the bonds. Staff recommends that the City Council Members consent to hold a public hearing and consider adopting a resolution regarding the issuance of the bonds.

City Council Agenda Report

Subject: TEFRA Hearing/ Tax-Exempt Financing for Brunswick Street Apartments

Meeting Date: July 26, 2021

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On October 24, 2016, the City Council conducted a public hearing and approved a resolution for the issuance of tax-exempt bonds by CSCDA for the Brunswick Street Apartments project (the “Project”). The Project issued bonds on August 10, 2017. The bonds for the Project have a conversion from a construction to a permanent loan date of September 1, 2021. The bondholder, Citibank, and the Project would like the outstanding amount of the note to remain unchanged. This modification will result in a reissuance of the bonds requiring a new TEFRA by the City. No changes from the prior TEFRA authorization are being proposed.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

The Authority was created in 1988 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 500 municipalities including the City of Daly City have become members of the Authority.

The Authority was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The Authority’s representatives and its Commission have considerable experience in bond financings. The Authority has issued more than \$57 billion through 1,500 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

The Joint Exercise of Powers Agreement provides that the Authority is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be reissued by the Authority for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the reissuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the Authority and the City will in no way become exposed to any financial liability by reason of its membership in the Authority. In addition, participation by the City in the Authority will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

City Council Agenda Report

Subject: TEFRA Hearing/ Tax-Exempt Financing for Brunswick Street Apartments

Meeting Date: July 26, 2021

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The Authority was co-founded in 1988 by the League of California Cities (the “League”) and the California State Association of Counties (“CSAC”). Issuance fees are shared with the League and CSAC which continue to sponsor CSCDA’s programs. This sharing of issuance fees has kept League city member dues unchanged for the last eight years, benefitting all cities throughout the State, including Daly City.

Summary

In light of the foregoing, staff recommends that the City conduct the TEFRA Hearing and adopt the resolution in favor of the reissuance of the Bonds by the Authority for the purpose of the Brunswick Senior Apartments.

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

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Respectfully submitted,



Betsy ZoBell
Housing and Community
Development Supervisor

Tatum Mothershead
Economic and Community Development
Director



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 26, 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 26, 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 Meeting Agenda Report

Item # _____

Meeting Date: July 26, 2021

**Subject: Request for Reconsideration of Zone Change ZC-4-21-15008 —
Rezone 1618 Sullivan Avenue to be included within the CC Commercial
Cannabis Combining District**

Recommended Action

Consider a request for reconsideration of the denial by the City Council of Daly City of the request to rezone the entire parcel at 1618 Sullivan Avenue to be included in the Commercial Cannabis (-CC) Combining District.

Background

The applicant, Dan Tealdi, has proposed to rezone the entire parcel at 1618 Sullivan Avenue to be included in the Commercial Cannabis (-CC) Combining District. The property is presently zoned C-R/O Commercial Retail and Office by the Sullivan Corridor Specific Plan and would be rezoned to C-R/O-CC, Commercial Retail and Office, Commercial Cannabis under the current proposal.

On June 28, 2021, the City Council voted 2-2 (DiGiovanni and Sylvester No) to deny the rezoning request. The applicant has submitted a request for reconsideration of the City Council's findings for denial (Attachment A).

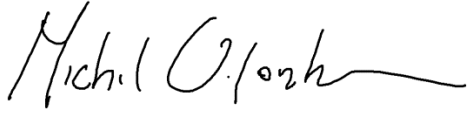
Discussion

Under Daly City Municipal Code Section 2.04.021, any person who has been refused, denied or had a revoked license, permit or any other entitled shall have the right to request the Council for a motion for reconsideration pursuant to Robert's Rules of Order. Such a request shall be made at the same time or the next succeeding regular meeting of the Council after action has been taken.

On July 2, 2021, the City received a request for reconsideration of the denial to rezone the subject property to C-R/O-CC, Commercial Retail and Office, Commercial Cannabis.

Under Robert's Rules of Order, a motion for reconsideration allows the City Council to vote again on a motion or resolution that has already been voted on. A motion for reconsideration may be made only by a member who voted with the prevailing side – any Councilmember may second, and all Councilmembers can vote. A motion for reconsideration requires a majority vote. If the City Council approves the motion for reconsideration, this item would come back to the City Council at the next regularly scheduled meeting for reconsideration.

Respectfully submitted,



Michael Van Lonkhuysen
Planning Manager



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Request for Reconsideration