

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, February 10, 2025 - 7:00 PM

City Hall Council Chambers – 2nd Floor
City Hall 333 – 90th Street
Daly City, CA 94015

To watch the live telecast:

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

PUBLIC PARTICIPATION

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email cityclerk@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

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 (650) 991-8078 as soon as possible.

CALL TO ORDER

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

PLEDGE TO THE FLAG:

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.

ROLL CALL:

PRESENTATIONS:

1. Proclamation - Black History Month 2025, Noble Fields
2. Proclamation - Perla Ibarrientos 90th Birthday
3. HIP Housing's 2025 Calendar Contest Winner - HIP Housing Fund Development Director Sabrina Wilson and HIP Housing Board Member Alan Underwood

APPROVAL OF MINUTES:

4. Regular Meeting of January 27, 2025

APPROVAL OF AGENDA:

5. Regular Meeting of February 10, 2025

ORAL COMMENT:

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

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:

6. Authorize City Manager to Execute the Primary Grant Agreement with the San Mateo County Transportation Authority
7. Consider Partnership with the Athletes for A Better Community (ABC) at the War Memorial Community Center and the Pacelli Gymnasium
8. Accept and Appropriate Title IIIC1 One-Time-Only Funds from the County of San Mateo Aging and Adult Services
9. Authorize the City Manager to Execute an Addendum Agreement with the Jefferson Elementary School District
10. Notice of Completion for the Parks/Fleet Maintenance Facility Roof Project

11. Accept Mandated Fire And Safety Inspection Report

Check Registers:

12. Check Registers for the Month of December 2024

END OF CONSENT AGENDA

COMMUNICATIONS:

13. Finding of Public Convenience and Necessity PCN-8-24-16615 to Sell Alcoholic Beverages for Off-Site Consumption at DC Market at 6825 Mission Street (Type 21 License)

STAFF: Brian Paland

RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

14. Council Committee
15. City Council
16. Staff

ADJOURNMENT:

Proclamation
BLACK HISTORY MONTH 2025

- WHEREAS,** the month of February is officially celebrated as a national event honoring Black History, recognizing the contributions of African Americans in general and their part in the development of the United States in particular; and
- WHEREAS,** in 1926 historian and author Dr. Carter G. Woodson, who is known as the father of Black History study, introduced Negro History Week as a reaction to racism and to highlight the role blacks have played in the development of civilization; and
- WHEREAS,** in the 1970’s Negro History Week was rechristened Black History Week to reflect the changing language used to describe African-Americans, and then in 1976, as America observed its bicentennial, Black History Week was expanded to the full month we celebrate today; and
- WHEREAS,** every February since 1976, the U.S. president issues a proclamation declaring the second month of the year Black History Month or National African American History Month; and
- WHEREAS,** in 1992, the City began honoring Black Americans in Daly City with the Juneteenth event at Lincoln Park Community Center resulting in the City’s recognition of its now 33rd year celebration of Black History; and
- WHEREAS,** African Americans residing in Daly City have contributed to the betterment of our community by their various contributions through their faith and fortitude, their skills, volunteerism, their strength & vitality, entrepreneurship, and business involvement; and
- WHEREAS,** this year, 2025, we stop to focus on our main theme, “Look How Far We’ve Come” and also touching on the national theme “Black Americans & Labor. Look How Far We’ve Come” spotlights the perseverance, faith, and fortitude of many African Americans who through various and profound ways through work and working of all kinds – free and unfree, skilled, and unskilled, vocational, and voluntary – intersect with the collective experiences of Black people, historically and culturally. In 2025, we, in the United States, celebrate the strides many African Americans have taken against insurmountable odds, to thrive (Kustawi!) in Black history and culture across time and space and throughout the U.S., Africa, and the Diaspora; and
- WHEREAS,** in honoring Black/African-American history, life and culture in America, Daly City will feature an early afternoon event honoring this year’s themes, spotlighting talented performers who will creatively reflect the various eras of Black History, through theme-centered dance and music presentations by Dimensions Extensions Performance Ensemble, DJ Russ of the World Famous Show, Voices of Cornerstone Choir, Singers Billy Wiggins and Isaac Stevenson, Theater Artists Gary Stanford, Jr and Stage Presence Company, Chillin’ (Da Conscious Poet) and youth Destiny Scott. Soulful Southern light refreshments will be served alongside vendors and community partner tables in celebration of this special month. The community is invited to this free event, to be held Saturday February 22, 2025, from 11am – 2pm, at Daly City City Hall Rotunda, Chambers and Rose Garden.

NOW, THEREFORE, I DR. RODERICK DAUS-MAGBUAL, Mayor, and members of the City Council, do hereby proclaim the month of February 2025 as **BLACK HISTORY MONTH** and have set my hand and caused the Seal of the City of Daly City, California to be affixed this 10th day of February 2025.

Signed and sealed by the Mayor and City Council of the
City of Daly City this 10th day of February 2025.

Dr. Roderick Daus-Magbual, Mayor

Glenn R. Sylvester, Vice Mayor

Juslyn C. Manalo, Councilmember

Pamela DiGiovanni, Councilmember

Teresa G. Proaño, Councilmember

Proclamation

Perla G. Ibarrientos

WHEREAS, affectionately known as “Tita”, Perla G. Ibarrientos is a distinguished community leader and dedicated public servant who has devoted her life to empowering and uplifting the Filipino-American community in Daly City and beyond; and

WHEREAS, on February 14, 2025, Tita Perla will celebrate her 90th birthday, marking a remarkable milestone in her life; and

WHEREAS, Tita Perla’s unwavering commitment to public service is exemplified by the critical role she plays on the Board of the Pilipino Bayanihan Resource Center (PBRC), an organization dedicated to developing and empowering the Filipino community by promoting dignity, equality, and independence; and

WHEREAS, in 1992, Tita Perla was appointed to the Daly City Public Libraries Board of Trustees as its first Filipino-American member, reflecting her dedication to civic engagement and community development; and

WHEREAS, Tita Perla's leadership and advocacy have been instrumental in advancing the socio-political issues of Filipino-Americans, including initiatives such as smoking cessation programs, legal clinics, voter registration drives, and leadership development workshops; and

WHEREAS, Tita Perla’s dedication to humanitarian causes extends beyond local efforts, as she has actively participated in relief initiatives for natural calamities in the Philippines, showcasing her deep-rooted connection to her heritage; and

WHEREAS, Tita Perla's enduring commitment to public service and community empowerment continues to inspire and positively impact the lives of many.

NOW, THEREFORE, I, DR. RODERICK DAUS-MAGBUAL, Mayor, and members of the City Council, hereby proclaim February 14, 2025, as “**Perla G. Ibarrientos Day**” in recognition of her outstanding contributions to the community and her unwavering dedication to public service.

Signed and sealed by the Mayor and City Council of
the City of Daly City this 10th day of February 2025.

Dr. Roderick Daus-Magbual, Mayor

Glenn R. Sylvester, Vice Mayor

Juslyn C. Manalo, Councilmember

Pamela DiGiovanni, Councilmember

Teresa G. Proaño, Councilmember

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Visit <https://www.youtube.com/@DalyCityGov/streams> to view the City Council meeting

CALL TO ORDER:

Mayor Daus-Magbual called the regular meeting to order at 7:00 P.M. and read the City's Land Acknowledgement:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

ROLL CALL: Councilmembers Present:
Roderick Daus-Magbual, Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Teresa G. Proaño

Councilmembers Absent:
Glenn R. Sylvester, Vice Mayor

Staff Present:
Thomas J. Piccolotti, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Diabetes@Work
(Marjorie Luzuriaga, Stanford University)

Proclamation in Honor of International Holocaust Remembrance Day

Councilmember Manalo thanked Mayor Daus-Magbual for placing the proclamation on the agenda and acknowledged the request by Lisa Katz, Chief Government Affairs Officer at Combat Antisemitism Movement, for the Daly City Council to agendize the proclamation.

APPROVAL OF MINUTES:

Regular Meeting of January 13, 2025

It was moved by Councilmember Proaño, seconded by Councilmember Manalo and carried to approve the minutes of January 13, 2025.

Note on Public Comments:

To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

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APPROVAL OF AGENDA:

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

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to approve the consent agenda with the exception of items 8 and 9, which were removed for further discussion.

Resolutions:

Amend Resolution Re: Designated Employees

Resolution 25-9, Amending Daly City's Conflict of Interest Code as to Positions

Appropriate Grant Funding from the City/County Association of Governments of San Mateo County for the Smart Corridor Project

Resolution 25-10, Appropriating \$1,038,596 In Grant Funds From The City/County Of Association Of Governments Of San Mateo County For The Smart Corridor Project

Approve the Subdivision Improvement Agreement, Approve the Vacation of Various Public Easements, Approve the License Agreement Between the City of Daly City and Housing Authority of the County of San Mateo and MP Midway Associates 2, L.P., and Approve the Parcel Map SUB-05-19-14055 Midway – Bayshore Phase 2

Resolution 25-11, Approving The Subdivision Improvement Agreement, The Vacation Of Various Public Easements, A License Agreement Between The City Of Daly City And Housing Authority Of The County Of San Mateo And MP Midway Associates 2, L.P., And The Parcel Map Sub-05-19-14055 Midway – Bayshore – Phase 2

Adopt Resolution Self-Certifying City of Daly City Compliance with State Housing Laws

Planning Manager Michael Van Lonkhuysen provided the staff report and addressed questions on regional funding related to State Housing Laws.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to adopt the resolution.

Resolution 25-12, Self-Certifying Compliance with State Housing Law

Approve Revised Emergency Services Agreement

City Manager Thomas Piccolotti provided the staff report and addressed questions on whether there were any updates to the revised Emergency Services Agreement from the prior agreement.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to adopt the resolution.

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Resolution 25-13, Authorizing the Second Revised and Restated Joint Powers Agreement for the San Mateo County Operational Area Emergency Services Organization Authority

Accept Notice of Completion for the Mission Street Streetscape Project

Resolution 25-14, Accepting Completion of Certain Project in the Department of Public Works

Accept Annual Delegation of Authority to City Treasurer to Invest City Funds

Resolution 25-15, Renewing Delegation Of Investment Authority To The City Treasurer

Accept 2025 Statement of Investment Policy

Resolution 25-16, Adopting The Updated Statement Of Investment Policy For The City Of Daly City

END OF CONSENT OF AGENDA

COMMUNICATIONS:

Coastal Development Permit CDP-10-24-16669 - Replace Existing Sunroom with Bedroom at Rear of Home at 60 Roslyn Court

Planning Manager Michael Van Lonkhuysen relayed the applicant's request to table the item for a later date and to give staff the opportunity to revise the geotechnical report for the project.

It was moved by Councilmember DiGiovanni, seconded by Councilmember Proaño and carried to table the item.

Finding of Public Convenience and Necessity PCN-10-24-16665 to Sell Alcoholic Beverages for Off-Site Consumption at Sprouts Farmer's Market at 301 Gellert Boulevard (Type 21 License)

Assistant Planner Brian Paland provided the staff report and noted the representative from Sprouts Farmer's Market was delayed and not present at the meeting. Paland addressed questions on whether there was a time constraint on the license and the difference between the types of alcoholic beverage licenses.

The Council were amenable to tabling the item in order to give Sprouts the opportunity to address questions the Council may have. Staff requested proceeding to the next item to give Sprouts' representative time to join the meeting. Mayor Daus-Magbual was amenable and proceeded to the next item.

Parcel Map PM-05-23-016239, Use Permit UPR-05-23-016240, and Design Review DR-05-23-16241 - Subdivision and Construction of Two Duplex Condominiums with Accessory Dwelling Units at 1645 Edgeworth Avenue

Associate Planner Sam Fielding provided the staff report for the site including the construction of two residential buildings comprised of two condominium units and one accessory dwelling unit on each lot. Fielding addressed questions on the architecture, the noise in the area, and the history of the property.

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It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried by unanimous roll call vote to adopt the following resolution.

Resolution 25-17, Adopting Findings Of Fact And Imposing Conditions Of Approval Of Subdivision Parcel Map PM-05-23-016239, Use Permit UPR-05-23-016240 And Design Review DR-05-23-016241, To Subdivide And Construct Two Duplex Condominiums With Accessory Dwelling Units At 1645 Edgeworth Avenue

Finding of Public Convenience and Necessity PCN-10-24-16665 to Sell Alcoholic Beverages for Off-Site Consumption at Sprouts Farmer’s Market at 301 Gellert Boulevard (Type 21 License)

Economic & Community Development Director Mothershead stated Sprouts’ representative was unable to join tonight’s meeting and will coordinate with staff to schedule the item for another date.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to table the item.

RESOLUTIONS:

Adopt a Resolution Supporting Small Business Growth and Development and Policies to Enhance Economic Growth

Small Business Advocate and Economic & Community Development Specialist Maybelle Manio provided the staff report outlining the strategies the City will employ to ensure small businesses continue to thrive. Staff addressed questions on what constitutes a small business.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried by unanimous roll call vote to adopt the following resolution.

Resolution 25-18, Supporting Small Business Growth and Development and Policies to Enhance Economic Growth

APPOINTMENTS:

It was moved by Councilmember DiGiovanni, seconded by Councilmember Manalo and carried to appoint Natasha Opfell to the Women’s Commission.

REPORTS:

Council Committee

Peninsula Clean Energy (PCE) (Daus-Magbual)

City Council

Councilmember DiGiovanni reported attendance at the following events: the annual League of Cities Peninsula Division conference with San Mateo and Santa Clara counties, along with Mayor Daus-Magbual and Councilmember Manalo, and acknowledged speaker Assemblymember Papan; and the See’s Candy store opening in Daly City, along with Rosie Tejada, Clayton Koo and the DCPLA.

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Councilmember Manalo reported attendance at the following events: the reorganization of the San Mateo County Board of Supervisors, congratulating District 5 Supervisor Canepa on being appointed President, Supervisor Corzo on being appointed Vice President, and Supervisors Speier and Gauthier for being newly-elected board members; the Lunar New Year celebration in San Francisco’s Chinatown, along with Councilmember Sylvester and acknowledged Mayor Lurie, Lt. Governor Kounalakis, Attorney General Bonta, , and Franco Finn; the swearing-in of Pinole Mayor Sasai, along with Mayor Daus-Magbual, and featuring local rap artist P-Lo; the grand opening of Señor Sisig Restaurant at Chase Center, acknowledging co-owner Gil Santos who attended Westmoor High School; and the joint event with CAL Cities Peninsula Division and the Council of Cities (San Mateo and Santa Clara counties) to look at different issues faced by local government, and acknowledged Assemblymembers Papan, Berman, Kalra, Ahrens, and Pellerin. Manalo was happy to serve on the CAL Cities Peninsula Board Division this year, alongside Eddie Flores of South San Francisco who will serve as President.

Councilmember Proaño thanked Councilmember Manalo for providing a live feed for the CAL Cities event.

Mayor Daus-Magbual attended the Daly City History Guild event featuring an inspirational talk by living legend Tita Perla Ibarrientos about the history of Daly City’s Filipino community, as well as her social and civic engagement. Dr. Daus-Magbual invited everyone to the annual Lunar New Year event at City Hall on Saturday, February 1st; the event will feature DJ Keith O, arts performances, and martial arts demonstrations.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 8:53 PM in memory of Peter Gleichenhaus, Romilynne Acosta-Noa, Rita Lilian Rosales, and Donald “Don” Brenes.

Approved as submitted, this _____

day of _____ February _____, 2025.

Roderick Daus-Magbual
Mayor

City Clerk



City Council Agenda Report

Item # _____

Meeting Date: February 10, 2025

Subject: Authorize City Manager to Execute the Primary Grant Agreement with the San Mateo County Transportation Authority

Recommended Action

Staff recommends the City Council authorize the City Manager to execute the Primary Grant Agreement (PGA) with the San Mateo County Transportation Authority (TA).

Background

In 1988, San Mateo County voters approved Measure A, a 20-year half-cent sales tax to fund and leverage additional funding for transportation projects and programs in San Mateo County. The approval of Measure A created the TA to manage and administer the sales tax revenues generated in conformance with the Transportation Expenditure Plan (TEP). The 1988 sales tax expired on December 31, 2008. In 2004, the San Mateo County voters reauthorized the Measure A half-cent sales tax and adopted a new TEP for an additional 25 years (from January 1, 2009 through December 31, 2033). The TEP established funding categories for Transit; Highways Improvements; Local Streets/Transportation; Grade Separations; Pedestrian and Bicycle Improvements; and Alternative Congestion Relief projects.

In 2018, the San Mateo County voters approved Measure W, a 30-year half cent sales tax, from July 1, 2019 through June 30, 2048, to fund and leverage additional funding for transportation projects and programs in San Mateo County that are consistent with the Measure W Congestion Relief Plan. The San Mateo County Transit District (District) levies this tax and administers investments for the 50% of the proceeds assigned to the County Public Transportation Systems category in the Congestion Relief Plan. The TA is responsible for administering the remaining 50% of funds assigned to: Countywide Highway Congestion Improvements; Local Safety, Pothole and Congestion Relief Improvements including Grade Separations; Bicycle and Pedestrian Improvements; and Regional Transit Connections.

Historically, the TA has executed separate funding agreements and memoranda of understanding (and associated amendments) for each phase of each project funded by Measures A and W.

Discussion

To streamline the contracting process, the TA has developed a new PGA through which the TA and project sponsors will document the structure of their relationships and related obligations. Concise individual project supplements will detail each funded project and any specifically-associated requirements during the 10-year term of the PGA.

In order to be eligible for TA Measures A and W funding over the next 10 years, the TA requires sponsors' governing boards to adopt resolutions authorizing the sponsor's chief executive/mayor/chair, or designee, to sign a PGA with the TA. It should be noted that because the

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TA will be administering this agreement across numerous agencies, changes to the standard terms cannot be considered/accommodated. The TA is asking each jurisdiction to sign the PGA by March 1, 2025.

Measure A and Measure W grant funds are used to implement improvements to our bicycle and pedestrian facilities. Projects such as Mission Street Streetscape Improvements, Vision Zero Design Standards, and the John Daly Boulevard/Skyline Boulevard Pedestrian Connection have all been supported by grant funding from Measure A or Measure W.

Fiscal Impact

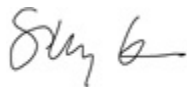
No appropriation is needed at this time. Should the city be successful in securing new grant funds, staff will request the City Council to appropriate the grant funds at that time.

Summary/Conclusion

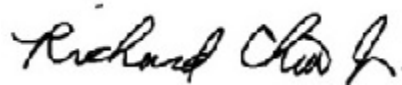
Staff recommends the City Council authorize the City Manager to execute the PGA with the TA.

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

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments: Primary Grant Agreement Template
Primary Grant Agreement Template Resolution

**PRIMARY GRANT AGREEMENT
SAN MATEO COUNTY TRANSPORTATION AUTHORITY
MEASURE A AND/OR MEASURE W FUNDS**

This Primary Grant Agreement (Agreement) is made [REDACTED] by and between the San Mateo County Transportation Authority (TA) and the [Project Sponsor] (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measures A/W Funds by Sponsor for capital projects.

Now therefore, the Parties agree as follows:

SECTION 1: Form of Agreements

1.1. Primary Grant Agreement. This Primary Grant Agreement outlines the general terms and conditions applicable to all TA allocations of Measures A/W Funds to Sponsor for capital projects. As allocations are made, the TA and Sponsor will enter into subsequent arrangements for each allocation (Project Supplements). From time to time the Parties may enter into Project Supplements with third parties for cosponsored projects.

1.2. Project Supplements. Each Project Supplement will be substantially in a form attached hereto as described in Exhibit A, "Form of Project Supplements " and will be attached to this Agreement and incorporated herein by this reference.

SECTION 2: Term and Termination

2.1. Term. The term of this Agreement will commence on Execution Date and will terminate after 10 years, unless terminated by Sponsor or the TA pursuant to this Section 2. Work begun under the Agreement will continue to be governed by this Agreement until the Scope of Work is complete.

2.2. Sponsor's Right to Terminate; Repayment upon Termination. Sponsor may at any time terminate the Agreement or a Project Supplement by giving ten (10) days' written notice to the TA of its election to do so. Upon such termination, Sponsor will not be reimbursed for any further Scope of Work Costs associated with the Agreement or the Project Supplement, as applicable, and will reimburse the TA for all monies paid by the TA and costs incurred by the TA in connection with the applicable Scope of Work as well as all reasonable costs and expenses incurred to effect such termination within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

2.3. Termination by the TA. The TA may terminate this Agreement or a Project Supplement, with or without cause, by giving ten (10) days' written notice of such termination.

If the TA terminates the Agreement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with all Scopes of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates a Project Supplement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with the Scope of Work for the applicable Project Supplement, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates the Agreement or a Project Supplement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred thereunder by Sponsor up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

2.4. Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to each Scope of Work as established in each Project Supplement or the conclusion of the Term as defined in Section 2.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if Sponsor identifies a risk of not being able to complete a Scope of Work within budget. If Sponsor cannot provide a credible funding plan acceptable to the TA to fund and complete each Scope of Work, the Sponsor will be in default and the TA may terminate this Agreement. If Sponsor identifies a risk of not being able to complete each Scope of Work within budget, failure to report such risk to the TA constitutes default and is cause for termination under Section 2.3.

2.5. Supplementing Existing Revenue. Sponsor agrees that it will use funds provided pursuant to this Agreement to supplement existing revenue. Sponsor will not use Measures A/W Funds to replace other local taxes or revenues already programmed and available for use for the same purpose. Sponsor will use funds provided pursuant to this Agreement only for the Scope of Work for each Project Supplement.

2.6. Misuse of Funds. If the TA determines that Sponsor has used Measures A/W Funds other than for the approved Scope of Work or Project Costs, the TA will notify Sponsor of its determination. Within thirty (30) days of notification Sponsor will either (a) repay such funds to the TA, or (b) explain in writing how the funds in question were spent for the approved Scope of Work. The TA will respond to Sponsor's written explanation within thirty (30) days of receipt. Unless otherwise stated in the response, the TA's response will be final, and Sponsor will repay any funds used other than for the approved Scope of Work within thirty (30) days.

SECTION 3: Time of Performance

3.1. Time of Performance. The time of performance will be specified in each Project Supplement (Time of Performance).

3.2. Time Extension. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.1, Sponsor must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request and may grant the extension via a letter of concurrence if it is justified in TA's sole and complete discretion. Extensions longer than one (1) year will require a formal amendment to the Project Supplement. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of Measures A/W allocation will be retained by the TA for the Measures A/W Program.

SECTION 4: Insurance

4.1. Insurance. For the purposes of this Section, "Entity" is defined as any entity designing, approving designs and/or performing each Scope of Work specified in the Project Supplements funded by this Agreement. Entities may include Sponsor, a contractor of Sponsor, another body on behalf of which Sponsor submitted its funding application, and/or a contractor of such other body.

For each Project Supplement, all Entities will provide the appropriate insurance covering the work being performed as specified in the Project Supplement. The insurance requirements specified in this Section will cover each Entity's own liability and any liability arising out of work or services of Entity subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on each Project (as defined in each Project Supplement). If Sponsor itself is an Entity, Sponsor must also provide its own insurance meeting the requirements of this Section.

- a) Minimum Types and Scope of Insurance. Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be

incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.

- i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 million. Insurance must include a Waiver of Subrogation in favor of the TA.
- ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance will be specified in each Project Supplement. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance will be specified in each Project Supplement. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
- iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
- v. Professional Liability Insurance. If specified in a Project Supplement, Professional Liability insurance should cover each Entity's and any Agent's professional work on the Project.
- vi. Cyber Liability Insurance. If specified in a Project Supplement, and if contract deals with Personally Identifiable Information (PII), then Professional Liability Insurance policy, should also include coverage for Cyber risk coverages including Network and Internet Security Liability coverage, Privacy coverage and Media coverage.
- vii. Employee Theft Insurance/Crime Insurance. If specified in a Project Supplement, then an Employee Theft Insurance policy covering the loss of money, securities or other property resulting from theft by employees. The policy should include Third-Party Crime or Client Crime coverage
- viii. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If specified in a Project Supplement, Contractors' Pollution Liability Insurance and/or Environmental Liability insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.

- ix. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate. On the Entity's Commercial General Liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.

- b) Special Requirement for Caltrain Shuttles. If Sponsor and/or Entity is operating shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Commercial General Liability, Business Automobile, and Pollution and/or Environmental Liability (if applicable) policies also must name as Additional Insureds: the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

- c) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.

- d) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the TA seeks coverage under such policy as an additional insured, Sponsor will ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Entity or Agents, even if neither the Entity nor Agents are named defendants in the lawsuit.

- e) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
 - i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
 - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.

- iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support the indemnification requirements of this Agreement does not excuse Sponsor from meeting all obligations of the indemnification requirements and the remainder of this Agreement, generally.
- g) Prior to beginning work under this Agreement, Sponsor must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this Section.

SECTION 5: Additional Terms Applicable to Sponsor-Performed Capital Projects

The following additional terms apply when the Sponsor is performing the scope of work for capital projects as described in each Project Supplement.

5.1. Project Performance. Sponsor will oversee completion of the scope of work for each TA funded project as described in each Project Supplement (Scope of Work). Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with each such Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for completion of work, but Sponsor remains responsible to the TA for the completion of each Scope of Work.

5.2. Required Approvals. Prior to commencement of each Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for each Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project. All real property appraisals must comply with Uniform Standards of Professional Appraisal Practice (USPAP). Any right-of-way activities involving property on the Caltrans right-of-way must be conducted in accordance with the current version of the Caltrans Right-of-Way manual.

5.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of each Scope of Work and any change orders. As each Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements. Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in each Project Supplement.

5.4. Progress Reports. Sponsor will prepare and submit to the TA quarterly progress reports during the entire term of each Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of each Scope of Work and each Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 5.8 below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

5.5. Final Report. Within ninety (90) days of Sponsor's final acceptance of each Scope of Work and all incidental work, Sponsor must prepare and submit to the TA a final report detailing the following and all other relevant information:

- a) A description of the Project, including a statement detailing the overall progress and success of the Scope of Work and the Project, a compilation of any data collected during the active phase(s) of the Project, and changes/additions to the scope of the Project.
- b) Total costs for the Scope of Work, including an accounting of all Measures A/W Funds expended in connection with the Scope of Work, and reflecting any unexpended Measures A/W Funds.
- c) An explanation and the status of any outstanding obligations or potential obligations related to the Scope of Work.
- d) A discussion of any pertinent issues or problems that arose during the implementation of the Scope of Work.
- e) Any copies of press articles, press releases, newsletter articles and any other publicity materials regarding the Project.
- f) Written confirmation or, for the final project phase, a Project Close-out form that no further reimbursements associated with the Scope of Work are anticipated and that all draw-down requests have been made.
- g) Photographs for all construction projects that satisfactorily demonstrate: 1) site conditions before the project was implemented; 2) work in progress; and 3) completed improvements.

5.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs). Sponsor will contribute, or provide for the contribution of matching funds as specified in each Project Supplement. Sponsor also will contribute, or provide for the contribution of the entire amount in excess of the total project cost specified in the Project Supplement needed to complete each Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this

Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

Sponsor will assess and confirm its ability to complete the Scope of Work described in each Project Supplement within budget as part of the quarterly reporting requirements established in 5.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete each Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in applicable Project Supplements upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the associated Scope of Work.

5.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver each Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
 - i. Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance and mitigation for up to three years following project completion, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
 - ii. Sponsor staff time for Scope of Work implementation;
 - iii. Project administration costs for each Scope of Work under this Agreement.
 - iv. Costs directly tied to the implementation of each Project Scope of Work as more specifically defined in Exhibit C, "Eligible Costs for Reimbursement," which is attached to this Agreement and incorporated herein by this reference. Eligible costs are defined in greater detail in Exhibit C. If Sponsor wishes to undertake items of work not covered under each Scope of Work concurrent with performing each Scope of Work, the cost for including and undertaking the additional work must be segregated, and the costs borne exclusively by the Sponsor from a non-Measures A/W Program funding source(s). In the event that an activity is not listed in Exhibit C but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- b) The following costs are not eligible for Measures A/W Funds reimbursement:
 - i. Sponsor's costs which are unrelated to each Scope of Work;
 - ii. Costs for entering into this Agreement and each Project Supplement;

- iii. Maintenance, rehabilitation, routine operations of each Project or other facilities or programs except as specifically identified in the Scope of Work for each Project Supplement; and
- iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

5.8. Reimbursement Basis. Unless otherwise specified in the Project Supplement, Sponsor may seek reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due monthly progress reports.

5.9. Accounting and Request for Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Scope of Work accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of Scope of Work Costs. Sponsor will detail the TA's pro rata share of Scope of Work costs for all work funded under this Agreement with each "Reimbursement Claim Form," which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

5.10. Invoices; Payments.

- a) Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
 - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
 - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual;
 - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
 - iv. Copy of the offer package provided to the property owner(s);

- v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
 - vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:
- i. Copy of the fully executed purchase and sale agreement;
 - ii. Copy of an executed and recorded deed, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual;
 - iii. Copy of the Policy of Title insurance; and
 - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
- i. Copy of the recorded Final Order of Condemnation; and
 - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.
- f) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in each Project Supplement. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this Section is conditioned upon the TA's prompt receipt of quarterly progress reports from Sponsor.
- g) Invoices may be submitted, no more frequently than once a quarter, by e-mail to: invoices@smcta.com, accountspayable@samtrans.com, and the designated TA Project Manager at the email address specified in the Project Supplement.

Sponsor must submit a minimum of one reimbursement claim for each fiscal year (July through June) and no more frequently than quarterly. If Sponsor does not submit a reimbursement claim for two consecutive quarters (six months), then Sponsor will be deemed inactive. If the Sponsor does not submit a reimbursement claim within the next two quarters after being deemed inactive then project may be deprogrammed. Sponsor must submit a letter to the TA to seek administrative approval for an exemption.

5.11. Return of Project Cost Savings. Upon submission of the Final Report, if the total Scope of Work Costs are less than the amount specified in the Project Supplement, Sponsor will return to the TA that proportion of the Project cost savings that is equal to

the percentage of the original Scope of Work budget that consisted of Measure A/W Funds.

5.12. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement, each Scope of Work or each Project including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of each Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for each Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 6: Additional Terms Applicable to TA-Performed Capital Projects

The following additional terms apply when the TA is performing the scope of work for capital projects as described in each Project Supplement (Scope of Work).

6.1. Funding Commitment. The TA will provide in lieu contributions, expenditures on consultants, and/or funds up to the amount specified in each Project Supplement for the Scope of Work tasks specified in the Project Supplement (Scope of Work Costs).

6.2. Cost Savings. Any cost savings of the funds allocated for each Project Supplement will revert to the applicable program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.

6.3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work specified in a Project Supplement, the TA will identify the additional amounts needed and review those estimates with the Sponsor. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work for the Project Supplement. If additional funding is needed due to a change in the Project Supplement Scope of Work, as requested by the Sponsor, the TA will identify the additional amounts needed and review those estimates with the Sponsor. In such case, it is the responsibility of the Sponsor to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Project Supplement Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

6.4. TA Responsibilities. For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The TA will perform and complete the Scope of Work, either through its own forces or the use of one or more third-party consultants or contractors.
- b) The TA will make available to the Project up to the amount(s) specified in the Project Supplement(s) for the Scope of Work.
- c) For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
 - i. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
 - ii. Provide technical oversight for performance of the Scope of Work;
 - iii. Lead coordination with Caltrans and/or other permitting agencies as necessary for the Scope of Work;
 - iv. Obtain the necessary permits and approvals required for the Scope of Work;
 - v. Procure and administer the consultant/contractor services to complete the Scope of Work;
 - vi. Organize and facilitate regular meetings of a Project Development Team (PDT), the Sponsor and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
 - vii. Keep Sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
 - viii. Consult with Sponsor where necessary/appropriate.
- d) To the extent applicable, the TA will execute an agreement with Caltrans for oversight services associated with the Scope of Work.
- e) The TA will prepare and provide to Sponsor status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
- f) The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under each Project Supplement. The TA will also track the accumulation and expenditure of funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

6.5. Sponsor Responsibilities. For purposes of delivering the Scope of Work, the Sponsor agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The Sponsor will be responsible for championing the effort of obtaining political and public support for the Project.
- b) The Sponsor will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
- c) The Sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
- d) The Sponsor will actively participate in the PDT meetings related to the Scope of Work.
- e) The Sponsor may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
- f) The Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject contractor/consultant work.
- g) The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA and/or its contractors/consultants for the Scope of Work.
- h) The Sponsor will review progress reports prepared and provided by the TA.
- i) The Sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of allocated funds on the Project.

6.6. Indemnification.

- a) Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.

- b) Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
- c) The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
- d) This indemnification will survive termination or expiration of this Agreement.

SECTION 7: Additional Terms Applicable to Shuttle Operations

The following additional terms apply to shuttle projects as described in each Project Supplement (Project).

7.1. Sponsor Oversight; Work Plan. Sponsor is responsible for implementation of the Project as described in each Project Supplement. Sponsor assumes responsibility for procuring and administering any professional service and/or other contracts entered into in connection with the Project.

Though Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Project implementation, Sponsor will remain ultimately responsible to the TA for performance of all responsibilities set forth herein.

7.2. Required Approvals. Prior to commencement of each Project, Sponsor or its designee (e.g., a consultant) will obtain all required local, state and federal approvals and permits for Project work. In addition, Sponsor must comply with all federal, state and local laws and regulations applicable to the Project.

7.3. Contract Award and Scope Changes. Sponsor must comply with state and local agency requirements for the award and amendment of any contract(s) for the implementation of each Project. Sponsor must advise the TA in writing (electronic mail is acceptable) as soon as possible of any contracts awarded and any amendments thereto, such as for any changes in service. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

7.4. Monthly & Annual Operations Reports. Within eight (8) calendar days after the end of each month a given Project Supplement is in effect, Sponsor or its agent must submit to the TA a monthly operations report (Operations Report) based on National Transit Database (NTD) reporting requirements, attached as Exhibit E, "National Transit Database Reporting Requirements." The Operations Report must include such items as the average daily ridership of the Project, and the Project's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be

deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. Sponsor or its agent must review all required reporting for accuracy prior to submittal to the TA. The form of all reports must be determined by the TA. Within eight (8) calendar days of the end of the performance of the work under a Project Supplement, and/or any extension thereof, Sponsor or its agent must submit to the TA an annual report on the same statistics. All Operations Reports must be submitted via Excel spreadsheet or other format as approved by the TA to shuttles@samtrans.com or as specified in the Project Supplement.

7.5. Quarterly Progress Reports. Sponsor must prepare and submit to the TA quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the Project. Reports must be presented in the form provided as Exhibit F, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference, or in other formats specified by the TA. The reports must describe Project performance and expenditures during the previous quarter.

The reports must include actions expected to be taken and any projected changes in the service plan / schedule during the next quarter, and any other information requested by the TA. Additionally, each progress report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement.

7.6. Annual Report. By October 1 of each year, Sponsor must provide the TA with an annual report in the form provided as Exhibit F, or in other formats specified by the TA, summarizing the quarterly progress reports from the prior fiscal year.

The reports must include actions expected to be taken and any projected changes in the service plan /schedule for the next year (if the Project is continuing), and any other information requested by the TA. Additionally, each Annual report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement for the next year (if the Project is continuing). If the Annual Report is submitted after the second year of the Time of Performance, the Annual Report should include written confirmation that no further reimbursements associated with the Project are anticipated and that all reimbursement requests have been made or are being submitted with the Annual Report.

7.7. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Project (Project Costs). The Sponsor will contribute, or provide for the contribution of matching as specified in each Project Supplement, as well as the entire amount in excess of TA's allocation needed to implement the Project. The TA's funding commitment under this Agreement in no way establishes a right for the Sponsor to receive additional funding from the TA.

All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated, or if Sponsor receives funding for Project Costs from other sources which allow Sponsor to provide more than the matching funds specified in the Project Supplement over the term of the Agreement.

The Sponsor will assess and confirm its ability to implement the Project within budget as part of the quarterly reporting requirements established in Section 7.5, above. The Sponsor must further notify the TA between reporting cycles if the Sponsor determines that the budget will not be sufficient to implement the Project. The TA retains authority to suspend its funding obligation as set forth in Section 2.4 of this Agreement upon such notice, and until the Sponsor develops a credible funding plan acceptable to the TA to fund and implement the Project.

7.8. Reimbursement Basis. Sponsor may seek reimbursement for Project Costs incurred on or after the Execution Date. Project Costs must be incurred and paid by the Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.

7.9. Accounting and Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Project accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of costs for the Project. Sponsor will detail the TA's pro rata share of Project Costs for all work funded under this Agreement with each "Reimbursement Claim Form" which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

7.10. Invoices; Payments. Once per quarter following submission of the quarterly progress reports, Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, timesheets, backup documentation, checks and payment advice, and must include an accounting of the TA's share of costs for the Project as contemplated by this Agreement.

Claims and supporting documentation for reimbursement may be submitted by e-mail to: accountspayable@samtrans.com and invoices@smcta.com

The TA will endeavor to disburse reimbursements for approved Project Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in the Project Supplement. The TA's obligation to reimburse Project Costs to the Sponsor as provided in this section is conditioned upon the TA's prompt receipt of reports from Sponsor pursuant to Sections 7.4–7.6, above.

7.11. Indemnity by Sponsor. The Sponsor will indemnify, keep and save harmless the TA (and, if the Project includes shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and each of its/their directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the other agencies or individuals enumerated above in any such action, the Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 8: Additional Terms Applicable to All Other Project Supplements for Operations

The following additional terms apply to operational projects as described in each Project Supplement (Project).

8.1. Sponsor Oversight; Work Plan. Sponsor is responsible for the completion of the Scope of Work as described in each Project Supplement. Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. Sponsor will oversee completion of the Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but Sponsor remains responsible to the TA for the completion of the Scope of Work.

8.2. Required Approvals. Prior to commencement of the Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for the Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project.

8.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any amendments. As the Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and amendments as part of the regular progress reporting requirements pursuant to Section 8.4 below. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA of the contracts and amendments nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

8.4. Progress Reports. For each of the projects in the Scope of Work, Sponsor will prepare and submit to the TA quarterly progress reports as the program proceeds and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B, or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;

- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 8.8, below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

8.5. Closeout. Within ninety (90) days of Sponsor's final acceptance of the Scope of Work and all incidental work, Sponsor must notify the TA with a final closeout letter detailing the following and all other relevant information: Total costs for the Scope of Work, including an accounting of all Measures A/W expended in connection with the Scope of Work, and reflecting any unexpended Measure A/W Funds.

8.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement related to the Scope of Work (Scope of Work Costs). Funds cannot be transferred between projects without separate approval from the TA. The TA Executive Officer, or designee, can approve funds transfers administratively with a letter. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA.

8.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work.
- b) The following costs are not eligible for reimbursement:
 - i. Sponsor's costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;
 - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs; and
 - iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

8.8. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the Scope of Work or the Project including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or

- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

SECTION 9: Miscellaneous

9.1. Access to Records and Record Retention. At all reasonable times, Sponsor will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for each Scope of Work by Sponsor or any contractor or consultant of Sponsor. Sponsor will also make available to the TA upon request any professional service agreements, change orders and any other agreements that are related to each Scope of Work. Sponsor will provide copies of any documents described in this Section to the TA upon request. Sponsor will retain all records pertaining to each Scope of Work for at least three years after completion of each Project.

9.2. Audits. The TA, or its authorized agents, may, at any reasonable time during business hours, conduct an audit of Sponsor's performance under this Agreement. Sponsor will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Sponsor which the TA reasonably determines to be relevant to this Agreement.

Sponsor will transmit to the TA the Independent Auditor's Report prepared for Sponsor's Annual Comprehensive Financial Report within thirty (30) days of receipt by Sponsor and highlight the section that pertains to the Measures A/W Funds.

9.3. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

9.4. Assignment. Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties.

9.5. Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

9.6. Compliance with Laws. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.

9.7. Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the TA or Sponsor to liability under, the Americans

with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.

9.8. Modifications. This Agreement may only be modified in a writing executed by both Parties.

9.9. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.

9.10. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractors and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of Independent Contractor.

9.11. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Sponsor under this Agreement, are the joint property of the TA and Sponsor, and will not be destroyed without the prior written consent of the TA. The TA is entitled to copies and access to these materials during the progress of the Project and upon completion or termination of the Project or this Agreement. Sponsor may retain a copy of all material produced under this Agreement for its use in its general activities. This Section does not preclude additional shared ownership of work with other entities under contract with Sponsor for funding of the Project.

9.12. Non-discrimination. Sponsor and any contractors performing services on behalf of Sponsor will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

9.13. Attribution to the TA. Sponsor must include attribution that indicates work was funded with "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds from the TA." This provision applies to any project, or publication, that was funded in part or in whole by "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds." Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents. Sponsor must comply with the TA's External Attribution Guide which may be updated from time to time and will be available on the TA's website.

9.14. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

9.15. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

9.16. Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

9.17. Counterparts. This Agreement may be executed in counterparts.

9.18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below (Execution Date).

[SPONSOR]

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:

Legal Counsel for the **[SPONSOR]**
Date: _____

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director
Date: _____

Approved as to Form:

Legal Counsel for the TA
Date: _____

Exhibit A: Form of Project Supplements
Exhibit B: Progress Reporting Template
Exhibit C: Permissible Costs for Reimbursement
Exhibit D: Reimbursement Claim Form
Exhibit E: National Transit Database Reporting Requirements
Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

Exhibit A: Form of Project Supplements

SECTION A: Primary Agreement

The San Mateo County Transportation Authority (TA) and [Project Sponsor] (Sponsor) entered into a Primary Grant Agreement on _____, 20__ (Primary Agreement).

This Project Supplement is entered into on _____, 20__ pursuant to the Primary Grant Agreement and is subject to the terms set forth therein.

SECTION B: Project Background

Measure(s):

- ☐ Original Measure A
- ☐ New Measure A
- ☐ Measure W

Program Category:

Measure A	Measure W
☐ Transit	☐ Countywide Highway Congestion Improvements
☐ Highways	☐ Local Safety, Pothole & Congestion Relief Improvements – Local Investment Share
☐ Local Streets/Transportation	☐ Local Safety, Pothole & Congestion Relief Improvements – Grade Separation
☐ Grade Separations	☐ Bicycle and Pedestrian Improvements
☐ Pedestrian and Bicycle	☐ Regional Transit Connections
☐ Alternative Congestion Relief Programs	

Program Subcategory (if applicable):

Project: [Add project name]

Scope of Work: [Specify phase(s)]

Scope of Work Costs: [Specify amount programmed and allocated for each phase]

TA Technical Assistance (if applicable):

Date Funding Programmed:

Date Funding Allocated:

Applicable Resolutions (attached):

Additional Terms: The following Agreement Section(s) apply to this Project Supplement:

- ☐ Section 5 (Additional Terms Applicable to Sponsor-Performed Projects)
- ☐ Section 6 (Additional Terms Applicable to TA-Performed Projects)
- ☐ Section 7 (Additional Terms Applicable to Shuttle Operations)
- ☐ Section 8 (Additional Terms Applicable to All Other Project Supplements for Operations)

SECTION C: Invoices; Payments [ALTERNATIVE CLAUSE TO AGREEMENT SECTION 5.10(a) – DELETE IF NOT APPLICABLE]

Section 5.10(a) of the Agreement does not apply to this Project Supplement. Instead, the TA will make one upfront lump sum payment of \$_____ to the Sponsor to complete the Scope of Work.

SECTION D: Matching Funds

Sponsor will contribute, or provide for the contribution of, the entire amount in excess of \$_____ needed to complete the Scope of Work [and must provide at least ____% pro rata share of the Scope of Work Costs.]

OR

Sponsor agrees to contribute the matching funds to the TA in one upfront lump sum payment of \$_____ (Matching Funds) following Sponsor's approval of an invoice from TA describing the expenses to which the Matching Funds will be applied, subject to the following terms and conditions:

TA agrees that the Matching Funds are to be expended solely for the Project and agrees to: (i) prioritize application of the Matching Funds to expenses under the Scope of Work with the objective of utilizing all of the Matching Funds not later than _____; (ii) promptly return to Sponsor any and all unspent Matching Funds upon termination of the Project Supplement, or, absent termination, that have not been expended for the Project by _____.

SECTION E: Description of Scope of Work

Sponsoring Agency:

Lead/Implementing Agency:

Contact:

Project Description and Scope of Work:

Project Schedule:

Begin _____ End

Project Budget/ Source of Funding:

Include funding plan for the project defined above, including use of TA Technical Assistance if applicable

* The other fund sources are provided for informational purposes.

Operating Responsibility:

Maintenance Responsibility:

Project Implementation Responsibility:

Project Oversight Responsibility:

SECTION F: Third Party Roles

1. Third Party Roles. The [THIRD PARTY] is responsible for [LIST ALL RELEVANT RESPONSIBILITIES] for the Project.
2. Caltrans Roles. Caltrans as owner operator of the facility proposed for modification is responsible for reviewing and approving the [RELEVANT DOCUMENTS] for the Project.
3. Other Agreements. A Cooperative Agreement must be executed between Caltrans and the TA that lists the terms and conditions, roles and responsibilities and fee payment associated with Caltrans' review and approval of the [RELEVANT DOCUMENTS].

SECTION G: Time of Performance

1. Time of Performance. The Scope of Work must be completed no later than the end of _____ quarter, Fiscal Year 20____-20____ (the TA's fiscal year runs July 1 through June 30).
2. Timely Use of Funds. Sponsor must expend Measures A/W funds expeditiously. If Sponsor fails to invoice the TA for two consecutive quarters, the TA will require a meeting with Sponsor's executive and Project staff to review project progress. A Project Supplement found to be non-compliant with this requirement may be terminated for default by the TA.

SECTION H: Notice

Notices. All notices required or permitted to be given under this Agreement, be in writing and delivered by email to the addresses specified below. Notices will be deemed given when the email was sent. A recipient's failure to acknowledge receipt of the emailed notice will not affect the effectiveness of notice if (a) the sender can show that the notice was properly addressed and sent by email, and (b) the sender did not receive any email system notification that the email could not be delivered.

To TA: San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: TA Secretary and Executive Director
Emails:

To [Sponsor]: [Sponsor]
ADDRESS LINE ONE
ADDRESS LINE TWO
Attn: Project Sponsor Contact
TITLE
Email:

In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

SECTION I: Insurance [The TA and Sponsor will determine what types and levels of insurance are required for each Project Supplement]

The following types of insurance are required for this Project Supplement. See Section 6 of the Primary Agreement for additional requirements.

Insurance Type	Required	Coverage Amount
Workers' Compensation and Employer's Liability Insurance	Yes	Statutory limits for Workers' Compensation and at least \$1 million for Employers Liability.
Commercial General Liability Insurance	Yes	[\$1/5/10 million] • For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases and for operations. • For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases. • For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and

		Construction Phases. • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases.
Business Automobile Liability Insurance	Yes	[\$1/5/10 million] • For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases. • For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases. • For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and Construction Phases. • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases. • For operations projects: \$10M
Property Insurance	Yes	
Professional Liability Insurance	[Yes/No]	[\$1/2/5 million] For most projects with professional liability exposure, such as consulting: At least \$1 million For capital projects with some design: At least \$2 million. For capital projects with significant design: At least \$5M.
Cyber Liability Insurance	[Yes/No]	If contract deals with Personally Identifiable Information (PII): At least \$1 million and part of the Professional Liability Insurance program.
Crime Insurance	[Yes/No]	If Entity's employees have access to funds, securities and other property: At least \$250,000 for Employee Dishonesty Insurance and \$250,000 for Third-Party/Client Property. If Entity has access to significant funds, securities or other property: Limits should reflect cumulative exposure.
Contractors' Pollution Liability Insurance and/or Environmental	[Yes/No]	At least \$1 million

Liability Insurance		
Railroad Protective Liability Insurance	[Yes/No]	At least \$2 million per occurrence and \$6 million annual aggregate

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below.

[SPONSOR]

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:

Legal Counsel for the **[SPONSOR]**
Date: _____

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director
Date: _____

Approved as to Form:

Legal Counsel for the TA
Date: _____

Exhibit B: Progress Reporting Template

REPORTING PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy

SMCTA Project # 00XXX – [Project Title/Phases]
[Carryover to additional pages as necessary]

Contact: [Name, Title, Phone, email, address]

1) Scope:

[Describe Scope of Work here, specify Project limits, phases of Project. Identify the [Original Measure A and/or New Measure A and/or Measure W] funded components]

Status Summary: [Provide Status]

Issues: [List any issues, i.e. potential scope changes]

2) Schedule:

Major Milestones:

	Original Baseline		Current Baseline		Current Forecast	
	Start	Finish	Start	Finish	Start	Finish
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY

Progress This Reporting Period:

[Describe progress and activities]

[Original Measure A and/or New Measure A and/or Measure W] Funds Expended This Reporting Period: \$

Future Activities, Next Reporting Period:

[Describe planned future activities]

Projected [Original Measure A and/or New Measure A and/or Measure W] Funds Expenditure Next Reporting Period: \$

Issues: [List any issues, such as impacts to schedule]

3) Scope of Work Total Budget:

	A	B	C	D	E	F
Phase/Activity	Original Budget (per Funding Agreement)	Updated Cost Estimate	Total Change from Approved (B-A)	Total Expended to Date	% of Revised Budget Expended (D/B)	% of Work Completed
			-		0.00%	0.00%
			-		0.00%	0.00%
			-		0.00%	0.00%
Total Project	-	-	-	-	#DIV/0!	

4) Scope of Work [Original Measure A and/or New Measure A and/or Measure W] Budget:

	A	B	C	D	E	F
Phase/Activity	Original allocation (per Project Supplement)	Current allocation (Per Amendments)	Change in allocation from Project Supplement (B-A)	Total Measure [A/W] Expended to date	% of current allocation expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
Total Scope of Work	\$0	\$0	\$0	\$0	#DIV/0!	

Issues: [List any issues, i.e. potential cost increases]

5) Funding: [List additional sources as needed, Fill out the following matrix for each phase for the Scope of Work. i.e. environmental, design, etc.]

		Original	Original %		Current	Current %		Estimated at Completion	EAC %
		Contribution			Contribution			Contribution	
SMCTA			#DIV/0!			#DIV/0!			#DIV/0!
Others:									
	Federal (specify)		#DIV/0!			#DIV/0!			#DIV/0!
	State (specify)								#DIV/0!
	Other (specify)								
Total		-	#DIV/0!		-	#DIV/0!		-	#DIV/0!

Issues: [List any issues such as changes in non-Measure [A/W] funding]

Submit Progress Reports To: invoices@smcta.com or
SMCTA
Planning & Development
1250 San Carlos Avenue
San Carlos, CA 94070¹

¹ In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

Exhibit C: Eligible Costs for Reimbursement

Program / Promotions – activities pertaining to marketing/promotional programs detailed in the Scope of Work.

Planning – activities necessary to implement planning studies covered under the Scope of Work.

Project Initiation Documents (PID) – activities necessary to complete PIDs covered under the Scope of Work.

Environmental Studies – environmental studies costs, including determination of the appropriate environmental document, preparation of all preliminary engineering for each alternative, including geomantic layouts, determination of right-of-way needs, environmental technical studies (such as air, noise, energy, cultural resources and hazardous waste), and all other studies or activities necessary to prepare and finalize the appropriate documents for Project and environmental approval.

Design – design activities such as preparation of design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; surveying and mapping; preparation of the plans, specifications and estimate; preparation of bid documents and Project files; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final plans specifications and estimate (PS&E) for bid advertisement and award; and management oversight of these tasks except as limited in the Agreement.

Right-of-Way Acquisition – all activities related to right-of-way including determination of right-of-way needs; title searches; preparation of appraisal maps, legal descriptions and plat maps; parcel appraisals and appraisal reviews; hazardous materials-testing and analysis; preparation of right-of-way acquisition documents; activities involved with acquiring rights-of-way including negotiation with property owners and cost associated with condemnation proceedings (including legal costs, expert witness costs, etc., but not including costs related to claims for inverse condemnation), right-of-way capital costs and cost-to-cure impacts related to the acquisition. To the extent allowed by law, Sponsor will undertake all best efforts so that cleanup of existing hazardous materials will remain the liability of the property owner.

Services provided for right-of-way activities involved with property not necessary for the Measure A or Measure W Highway Program-funded Project as defined in the Scope of Work, and the associated costs for all such property, will be at the sole expense of the Sponsor.

Any property not used for construction of the Project, or used for any purpose other than construction of the Project as defined in the Scope of Work, should be identified and the funding agencies should be informed. Any excess right-of-way will be identified as early as possible in the Project design process and sold. The proceeds from the sale of such property must be returned to the funding agencies, prorated based on the percentage of funds each agency contributed to the purchase of the property.

Construction – construction expenditures for the Project (construction capital, management and inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for

review and written approval before the TA will reimburse the Sponsor with Measure A Funds or Measure W Funds.

In addition, Measures A and W Funds are eligible for reimbursement of Sponsor's Project management oversight expenses associated with the construction of the Project. This would include activities such as construction management inspection, expenses associated with reviewing proposed change orders, and activities involved with submitting final costs to the appropriate agencies to secure other leveraged funds. Expenditure of Measure A and Measure W Funds remains subject to the limits set forth in the Agreement.

The Sponsor may include additional work beyond the Scope of Work for the Project at its own expense. The TA will require these costs to be segregated from the other item work expenses and paid for with non-Measure A or Measure W Highway Program funds.

Miscellaneous – fees from other agencies, including permit fees or reimbursement for review or oversight costs needed for the Project are eligible costs. However, the cost of permits or fees from the Project Sponsor will not be eligible. Utility relocation costs are eligible for reimbursement according to previous agreements establishing rights for those utilities. The costs for specialized equipment for testing, analysis or production of documents for Project-related work are also eligible.

Exhibit D
REIMBURSEMENT CLAIM
San Mateo County Measure A/W Funds

SMCTA Project ID:
SMCTA Project Allocation:
Claim Date:
Claim Number:
Claim Period:
Claim Amount: \$0.00

Consultant/Contractor/ Vendor	Invoice #	Invoice Total	Funding Source						Measure A/W Budget Balance		
			Fund Source1	% of Ttl	Fund Source2	% of Ttl	Measure A/W	% of Ttl		Prior Total Measure A/W \$	Life to Date Measure A/W \$
				####		####		####			
				####		####		####			
				####		####		####			
				####		####		####			
				####		####		####			
Total		-	-	####	-	####	-	####	\$	-	-

Quarterly Progress Report included? Y/N

Please issue check payable to:

Agency
Contact person
Address

Exhibit E: National Transit Database Reporting Requirements

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) or Other than Urbanized Area (Rural) Formula Program (§5311) are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data is used to apportion over \$5 billion of FTA funds to transit agencies in urbanized areas (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Below is a partial list of reported elements that may change at any time. For additional information, please go to the National Transit Database website at: <https://www.transit.dot.gov/ntd>.

- a) **Deadhead (Miles/Hours):** The miles and hours that a vehicle travels when out of revenue service.
 - i) Deadhead includes:
 - 1) Leaving or returning to the garage or yard facility;
 - 2) Changing routes;
 - 3) When there is no expectation of carrying revenue passengers;
 - ii) However, deadhead does not include:
 - 1) Charter service;
 - 2) School bus service;
 - 3) Operator training;
 - 4) Maintenance training;
- b) **Fuel Consumed:** The quantity of fuel consumed for the service (by fuel type);
- c) **Mechanical System Failure - Major:** A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns;
- d) **Mechanical System Failure - Other:** A failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Any mechanical problem that delayed service more than five minutes, even if no Road Call was required;
- e) **Passenger Miles Traveled (PMT):** The cumulative sum of the distances ridden by each passenger;
- f) **Reportable Incident:** A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:
 - i) A fatality confirmed within 30 days of the incident;
 - ii) An injury requiring immediate medical attention away from the scene for one or more persons;

- iii) Property damage equal to or exceeding \$25,000;
 - iv) An evacuation for life safety reasons; or
 - v) A mainline derailment.
- g) **Revenue Service (Miles, Hours, and Trips):** The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Vehicles operated in fare free service are considered in revenue service.
 - i) Revenue service includes:
 - 1) Layover / recovery time.
 - ii) Revenue service excludes:
 - 1) Deadhead
 - 2) Vehicle maintenance testing
 - 3) School bus service, and
 - 4) Charter service.
- h) **Total Service (Miles or Hours):** The time or miles from when a transit vehicle starts (pull-out) from a garage to go into revenue service to the time or miles it returns to the garage (pull-in) after completing its revenue service.
 - i) Since total service covers the time or miles between:
 - 1) Pullout; and
 - 2) Pull-in;
 - ii) It therefore includes both:
 - 1) Deadhead; and
 - 2) Revenue service;
- i) **Unlinked Passenger Trips (UPT):** The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

RESOLUTION TEMPLATE

A RESOLUTION AUTHORIZING EXECUTION OF A PRIMARY GRANT AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY FOR FUTURE MEASURES A AND W FUNDING

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, *[insert name of sponsor here]* is eligible for funding under certain programs in the 1988 Transportation Expenditure Plan, 2004 Transportation Expenditure Plan, and/or 2018 Congestion Relief Plan; and

WHEREAS, the TA requires the Sponsor's governing board to adopt a resolution authorizing the Sponsor's *[chief executive position/mayor/chair]*, or a designee, to sign a Primary Grant Agreement with the TA to receive Measures A and W grants over the next 10 years, and to take any other actions necessary to give effect to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the governing board of *[insert name of sponsor here]*:

1. Authorizes the *[chief executive position/mayor/chair]*, or designee, to execute a primary grant agreement with the San Mateo County Transportation Authority to be eligible to receive Measures A and W grants over the next 10 years; and
2. Certifies that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
3. Authorizes the *[chief executive position/mayor/chair]*, or designee, to take any other actions necessary to give effect to this resolution.



City Council Agenda Report

Item # _____

Meeting Date: February 10, 2025

Subject: Consider Partnership with the Athletes for A Better Community (ABC) at the War Memorial Community Center and Pacelli Gymnasium

Recommended Action

Consider City partnership with the Athletes for A Better Community, Inc. (ABC) to provide a Mayor's Cup Basketball Tournament for youth through seniors on Saturday and Sunday, March 29 and 30, 2025 at the War Memorial Community Center and provide workshops/clinics for the youth on Sunday, April 6 and 27, 2025 at the Pacelli Event Center and consider fee waivers.

Background

The Athletes for A Better Community (ABC) is an organization that runs basketball workshops and tournaments for Bay Area-based youth. Their members reside in different cities in the Bay Area with some participants residing in Daly City. Beginning in 1989 and the early 1990s, they were active in Daly City, organizing basketball tournaments that were named "The Mayor's Cup." Then the Pilipino Bayanihan Resource Center ("PBRC"), who received tobacco-cessation and gang prevention grants, requested them to run sports programs as well, in partnership with the school district and the City of Daly City.

The Athletes for A Better Community is inviting the City of Daly City to partner for its Mayor's Cup Basketball Tournament on Saturday and Sunday, March 29 and 30, 2025. As a partner, the City would host the event at the War Memorial Community Center and promote the event to the Daly City community, requiring that 75% of each team's players be Daly City residents.

They would also like to return to the City in partnership to provide workshops/clinics for the youth at the Pacelli Event Center on Sunday, April 6 and 27, 2025.

Discussion

The City Council may consider becoming an official event partner and waiving fees and other requirements for the rental of the War Memorial Community Center, from 10 am to 7pm on Saturday and Sunday, March 29 and 30, 2025, and workshops at the Pacelli Event Center, from 10 am to 4 pm on Sunday, April 6 and 27, 2025. The chart below depicts all costs associated with the rental:

	Hourly Fees NON-RESIDENT	Hourly Fees	Non- Refundable Fees	Refundable Fees	Total
		Non-Resident: \$135/hr	Insurance	Deposit	
War Memorial Community Center (Upper and Lower Gyms)	Sat., March 29 & Sun, March 30 9am – 7pm (\$135 per/hr x 20 hours per gym x 2 gyms)	\$5,400	\$229	\$800	\$6,429
Pacelli Event Center	Sat., March 29 & Sun, March 30 9am – 7pm (\$135 per/hr x 12 hours)	\$1,620			\$1,620
TOTALS		\$7,020	\$229	\$800	\$8,049

Consider Partnership with the Athletes for A Better Community (ABC) at the War Memorial Community Center and Pacelli Gymnasium

Meeting Date: February 10, 2025

Page 2 of 2

As the Athletes for A Better Community has already submitted payment for the \$800 refundable deposit, and the \$229 non-refundable insurance fee, the total rental fees requested to be waived amount to \$7,020.

Summary/Conclusion

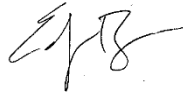
Staff recommends that the City Council provide direction to staff on event partnership and fee waivers.

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

Respectfully submitted,



Denise Brown
Director of Recreation Services



Edgardo Bolaños
Administrative Assistant III



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 10, 2025

Subject: Accept and Appropriate Title IIIC1 One-Time-Only Funds from the County of San Mateo Aging and Adult Services

Recommended Action

It is recommended that the City Council adopt a resolution to accept and appropriate One-Time-Only (OTO) funds of \$121,483 from the County of San Mateo Aging and Adult Services.

Background

The Active Adult and Senior Services Unit was offered OTO Funds to serve an additional 7,328 meals from County of San Mateo Aging and Adult Services for \$121,483.

This grant would be in addition to a grant previously received in the amount of \$318,564 for the Congregate Nutrition Program provided by the County and accepted and appropriated by the City Council at their September 9, 2024 meeting (Res.24-141).

Fiscal Impact

This is a reimbursement grant with the City of Daly City incurring costs for purchases in the Congregate Nutrition Program with the County paying invoices on an ongoing basis.

Revenue will be received into Account 01-131-463-3603.

Summary/Conclusion

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

Respectfully submitted,

Jennifer M. Der
Recreation Services Manager

Denise M. Brown
Director



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 10, 2025

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

Recommended Action

Authorize the City Manager to accept and appropriate an agreement addendum with the Jefferson Elementary School District for the afterschool services at Daniel Webster and MH Tobias Elementary Schools and Fernando Rivera Intermediate School.

Background

The Department of Recreation Services currently provides the Afterschool Youth Recreation Program (AYRP) with Expanded Learning Opportunities Program (ELOP) funds at three (3) JESD sites (Daniel Webster and MHTobias Elementary Schools and Fernando Rivera Intermediate School). Programming is provided at the ELOP sites through 5:30pm. The components of the program include homework assistance, enrichment, snack/supper (depending on the site) and recreational activities. At the July 8, 2024 City Council meeting, the Council approved an agreement which set forth the respective obligation and responsibilities of the City and the District in providing AYRP services at the above locations for the School Year 2024-2025. The District, through their ELOP funds, reimburses the City for expenses associated with AYRP. The original agreement allocated \$611,320 in revenue to cover these expenses.

This addendum would be in addition to the \$611,320 in ELOP funding for the AYRP provided by the School District and previously accepted and appropriated by the City Council (Res. 24-109).

Fiscal Impact

This is a reimbursement grant with the City of Daly City incurring the expense associated with the program and then seeking reimbursement from the District. The addendum will allocate an additional \$61,875 in revenue, allowing for more students to enroll under ELOP Funds. The District shall not charge the City any fees, usage or maintenance, or any facility fee, for the use of their premises to administer AYRP. Revenue will be received into Account: 01-131-141-3743.

Summary/Conclusion

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

Respectfully Submitted,

Jennifer M. Der
Recreation Services Manager

Denise M. Brown
Director



City Council Agenda Report

Item # _____

Meeting Date: February 10, 2025

Subject: Notice of Completion for the Parks/Fleet Maintenance Facility Roof Project

Recommended Action

Staff recommends that the City Council authorize the filing of a Notice of Completion and accept the improvements completed under the agreement with Garland/DBS, Inc., for the Parks/Fleet Maintenance Facility Roof Project.

Background

The City's adoption of the Comprehensive Annual Capital Budget included a \$660,000 appropriation for the Parks/Fleet Maintenance Facility Roof Project. This project involves removing and replacing the metal standing seam roof, parapet wall siding, and parapet wall cap.

On July 22, 2024, the City Council approved Resolution No. 24-119, authorizing the City Manager or designee to execute a \$523,311 construction contract with Garland/DBS, Inc. for the project.

Discussion

The Parks/Fleet Maintenance Facility Roof Project has been completed by Garland/DBS, Inc. During the project one (1) change order was approved. The following table summarizes the total cost of the project:

Description	Cost	Comments
Original Contract Sum	\$523,311.00	Removal and replacement of the metal standing seam roof, parapet wall siding, and parapet wall cap.
Change Order # 1	\$17,480.52	Change Order # 1 – Add a backer plate with wing under the coping along the ridge of the roof panels. Add backer plate behind the lower section of the wall panels.
Total Project Cost	\$540,791.52	

Fiscal Impact

The contract was completed for a total amount of \$540,791.52 with funds available in the Parks/Fleet Maintenance Facility Roof Project account 31-313-588-4536.

Notice of Completion for the Parks/Fleet Maintenance Facility Roof Project

Meeting Date: February 10, 2025

Page 2 of 2

Summary/Conclusion

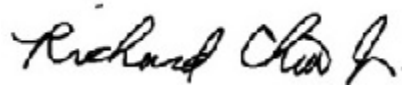
Garland/DBS, Inc., has fulfilled all obligations outlined in the agreement. Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the completed improvements.

Staff is available to provide additional information if requested by the Mayor or Councilmembers.

Respectfully submitted,



Jeffery Fornesi
Asst. to the Director of Public Works



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Notice of Completion
2. Resolution

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: February 10, 2025
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

PARKS/FLEET MAINTENANCE FACILITY ROOF PROJECT

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

Garland/DBS, Inc.
3800 E 91st St.
Cleveland, OH 44105

Dated: _____

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

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

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2025,

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

Signature _____

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

RESOLUTION NO. _____

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

(Parks/Fleet Maintenance Facility Roof Project)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Garland/DBS, Inc., an OH Corporation.

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

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

PARKS/FLEET MAINTENANCE FACILITY ROOF PROJECT

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

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: 2/10/2024

Subject: 2024 MANDATED FIRE and LIFE SAFETY INSPECTIONS

Recommended Action

It is requested that the City Council acknowledge that North County Fire Authority has completed required annual mandated fire and life safety inspections within the City of Daly City for 2024.

Background

California Health & Safety Code Section 13146.4 requires all fire departments, including the North County Fire Authority, that provide fire protection services to report annually to its administering authority (the City of Daly City) on its compliance with Sections 13146.2 and 13146.3.

Discussion

The North County Fire Authority performs annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities. Requesting the City Council of the City of Daly City acknowledge fulfillment of the requirements of the in compliance with Health and Safety Code Sections 13146.2 and 13146.3 the North County Fire Authority reports the following relating to those inspections:

A. EDUCATIONAL GROUP E OCCUPANCIES: Total 44

Educational Group E occupancies are generally those public and private schools, used by more than six people at any one time for educational purposes through the 12th grade. During calendar year 2023, the North County Fire Authority inspected 22 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period; and

B. RESIDENTIAL GROUP R OCCUPANCIES: Total 725

Residential Group R occupancies are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies, including those designated as residential care facilities. These residential care facilities have several different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. During calendar year 2024, the North County Fire Authority inspected 701 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Fiscal Impact

None

City Council Agenda Report

Subject:

Meeting Date:

Page 2 of 2

Summary/Conclusion

Requesting the City Council of the City of Daly City acknowledge receipt of the report by the North County Fire Authority under the requirements of the California Health & Safety Code in compliance with California Health and Sections 13146.2 and 13146.3.

It should be noted that in addition to the 769 mandated occupancy inspections, the North County Fire Authority conducts inspections of the remaining business, institutional, industrial, mercantile, factory and storage occupancies as well as construction and new business inspections in the City of Daly City for a total of 3,493 inspections conducted annually.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'R. D. Myers', with a stylized, cursive script.

Ron. D. Myers
Fire Chief

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF DECEMBER 2024

12/11/2024
CHASE CREDIT CARD - N/A – Electronic Payment

12/13/2024
CHECKS ISSUED - #418606 TO #418980
CANCELLED CHECK - NONE
VOID CHECK - NONE

12/20/2024
CHECKS ISSUED - #418981 TO #419191
CANCELLED CHECK - NONE
VOID CHECK - NONE

AUDITED  FINANCE DIRECTOR

APPROVED _____ CITY MANAGER

APPROVED _____ MAYOR

APPROVED _____ VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2024-2025

	MONTH	TOTAL
2024	July	\$ 15,243,169.85
	August	9,348,130.76
	September	9,127,032.20
	October	9,045,990.54
	November	8,608,464.82
	December	9,211,331.69
2025	January	
	February	
	March	
	April	
	May	
	June	
	TOTAL	\$ 60,584,119.86

DEC 2024 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 4,089,190.40	\$ 25,758,933.31	42.5%
Gas Tax Fund	121,527.81	1,533,780.49	2.5%
Utility/Enterprise Funds	5,000,613.48	33,291,406.06	55.0%
Total:	\$ 9,211,331.69	\$ 60,584,119.86	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To Note
CB CHK 00121124	49024	JP MORGAN CHASE BANK N	12/11/24	93,930.30	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	93,930.30	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 93,930.30

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00418606	17193R	21ST CENTURY HOME IMPROVEME	12/13/24	500.00	MW	IS	
AP CHK 00418607	55795R	A C ENTERPRISES	12/13/24	4,909.00	MW	IS	
AP CHK 00418608	25627	A S F ELECTRIC INC	12/13/24	4,328.90	MW	IS	
AP CHK 00418609	57353	ABACUS PRODUCTS INC	12/13/24	1,185.91	MW	IS	
AP CHK 00418610	29794R	ABELSON, JOEL	12/13/24	6,159.50	MW	IS	
AP CHK 00418611	56621	ACC BUSINESS	12/13/24	4,825.55	MW	IS	
AP CHK 00418612	53561	ACTION TOWING	12/13/24	2,230.77	MW	IS	
AP CHK 00418613	1514	ADAM HILL COMPANY, THE	12/13/24	2,754.84	MW	IS	
AP CHK 00418614	5034	ADAMSON POLICE PRODUCTS	12/13/24	735.56	MW	IS	
AP CHK 00418615	13854	AECO SYSTEMS INC	12/13/24	1,800.00	MW	IS	
AP CHK 00418616	15226	AFSCME DISTRICT COUNCIL 57	12/13/24	4,681.48	MW	IS	
AP CHK 00418617	58072	AHKIONG, TUESE	12/13/24	1,200.00	MW	IS	
AP CHK 00418618	29880	AIRGAS USA LLC	12/13/24	2,756.18	MW	IS	
AP CHK 00418619	1465	ALBERTSONS SAFEWAY	12/13/24	2,406.99	MW	IS	
AP CHK 00418620	14004	ALERT PEST CONTROL COMPANY	12/13/24	4,327.00	MW	IS	
AP CHK 00418621	37095	ALL INDUSTRIAL ELECTRIC SUP	12/13/24	11,317.04	MW	IS	
AP CHK 00418622	37116	ALPHA ANALYTICAL LABORATORI	12/13/24	13,675.50	MW	IS	
AP CHK 00418623	22125	ALTEC INDUSTRIES INC	12/13/24	234.20	MW	IS	
AP CHK 00418624	56231	AMAZON CAPITAL SERVICES INC	12/13/24	2,315.17	MW	IS	
AP CHK 00418625	45439JPA	AMERICAN MEDICAL RESPONSE	12/13/24	500.00	MW	IS	
AP CHK 00418626	38846	AMERICAN MESSAGING	12/13/24	32.86	MW	IS	
AP CHK 00418627	58907R	APPLE CREEK PROPERTIES LLC	12/13/24	1,409.00	MW	IS	
AP CHK 00418628	28434	APPLIED MATERIALS & ENGINEE	12/13/24	10,243.00	MW	IS	
AP CHK 00418629	55841	AQUA-METRIC SALES CO	12/13/24	2,029.85	MW	IS	
AP CHK 00418630	56141R	ARGUELLES, GUILLERMO	12/13/24	455.00	MW	IS	
AP CHK 00418631	34182	ARTEX GROUP INC	12/13/24	507.00	MW	IS	
AP CHK 00418632	1101	AT&T	12/13/24	244.86	MW	IS	
AP CHK 00418633	45195	AT&T	12/13/24	120.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00418634	6413	AT&T MOBILITY	12/13/24	112.65	MW	IS	
AP CHK 00418635	6413	AT&T MOBILITY	12/13/24	727.35	MW	IS	
AP CHK 00418636	6413	AT&T MOBILITY	12/13/24	142.88	MW	IS	
AP CHK 00418637	6413	AT&T MOBILITY	12/13/24	858.93	MW	IS	
AP CHK 00418638	6413	AT&T MOBILITY	12/13/24	392.47	MW	IS	
AP CHK 00418639	23719	ATCO INTERNATIONAL	12/13/24	4,093.65	MW	IS	
AP CHK 00418640	44649	ATLAS COPCO COMPRESSORS LLC	12/13/24	1,599.26	MW	IS	
AP CHK 00418641	29643	AUTO COLLISION CENTER	12/13/24	7,186.96	MW	IS	
AP CHK 00418642	2495	BARKERBLUE INC	12/13/24	524.06	MW	IS	
AP CHK 00418643	19892	BAY AREA PAVING COMPANY INC	12/13/24	18,903.00	MW	IS	
AP CHK 00418644	1562	BAY AREA WATER SUPPLY & CON	12/13/24	3,405.00	MW	IS	
AP CHK 00418645	8796	BAY CITY BOILER	12/13/24	5,223.53	MW	IS	
AP CHK 00418646	54911	BAYSIDE COLLISION CENTER	12/13/24	2,300.00	MW	IS	
AP CHK 00418647	38585	BFI OF CALIFORNIA INC	12/13/24	4,535.87	MW	IS	
AP CHK 00418648	19200	BIRITE FOODSERVICE DISTRIBU	12/13/24	5,603.05	MW	IS	
AP CHK 00418649	20204	BKF ENGINEERS	12/13/24	7,082.00	MW	IS	
AP CHK 00418650	3349	BROADMOOR LANDSCAPE SUPPLY	12/13/24	236.23	MW	IS	
AP CHK 00418651	58917	BROADWAY AUTO INC	12/13/24	600.00	MW	IS	
AP CHK 00418652	3064	BROWN & CALDWELL INC	12/13/24	9,514.50	MW	IS	
AP CHK 00418653	50538R	BRYSON ROOFING INC	12/13/24	209.00	MW	IS	
AP CHK 00418654	48024R	BUSALACCHI, MARIO	12/13/24	562.19	MW	IS	
AP CHK 00418655	58092	C W S CONSTRUCTION GROUP IN	12/13/24	168,316.25	MW	IS	
AP CHK 00418656	17997	C.L.E.A.	12/13/24	2,848.00	MW	IS	
AP CHK 00418657	15796	CACEO	12/13/24	100.00	MW	IS	
AP CHK 00418658	42973	CAL SIGNAL CORP	12/13/24	2,045.88	MW	IS	
AP CHK 00418659	1196	CALIFORNIA WATER SERVICE CO	12/13/24	404.60	MW	IS	
AP CHK 00418660	17888	CARL WARREN & COMPANY INC	12/13/24	2,296.80	MW	IS	
AP CHK 00418661	28636	CDW GOVERNMENT INC	12/13/24	2,243.17	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00418662	58902R	CEJ CONSTRUCTION LLC	12/13/24	809.00	MW	IS	
AP CHK 00418663	42277	CEL ANALYTICAL INC	12/13/24	3,190.00	MW	IS	
AP CHK 00418664	57606R	CELEDIO, CARLO	12/13/24	344.97	MW	IS	
AP CHK 00418665	48009	CENGAGE LEARNING INC / GALE	12/13/24	326.77	MW	IS	
AP CHK 00418666	24769	CENTER POINT LARGE PRINT	12/13/24	49.88	MW	IS	
AP CHK 00418667	10299JPA	CENTRAL COUNTY FIRE DEPARTM	12/13/24	93,543.00	MW	IS	
AP CHK 00418668	40597R	CENTRAL ROOFING INC	12/13/24	418.00	MW	IS	
AP CHK 00418669	56482R	CHAN, LOK	12/13/24	345.00	MW	IS	
AP CHK 00418670	51204	CINTAS CORPORATION	12/13/24	1,072.62	MW	IS	
AP CHK 00418671	3678	CINTAS CORPORATION #464	12/13/24	3,568.31	MW	IS	
AP CHK 00418672	46465JPA	CITY OF BELMONT	12/13/24	25,136.00	MW	IS	
AP CHK 00418673	13126	CITY OF BRISBANE	12/13/24	106,021.12	MW	IS	
AP CHK 00418674	6649JPA	CITY OF BRISBANE	12/13/24	17,867.00	MW	IS	
AP CHK 00418675	43155JPA	CITY OF DALY CITY	12/13/24	36,729.00	MW	IS	
AP CHK 00418676	5342JPA	CITY OF FOSTER CITY	12/13/24	27,493.00	MW	IS	
AP CHK 00418677	28211	CITY OF PACIFICA	12/13/24	309,885.35	MW	IS	
AP CHK 00418678	6034JPA	CITY OF PACIFICA	12/13/24	14,398.00	MW	IS	
AP CHK 00418679	55405JPA	CITY OF REDWOOD CITY	12/13/24	24,068.00	MW	IS	
AP CHK 00418680	20562JPA	CITY OF SAN BRUNO	12/13/24	8,643.00	MW	IS	
AP CHK 00418681	46083JPA	CITY OF SAN CARLOS	12/13/24	20,114.00	MW	IS	
AP CHK 00418682	25816JPA	CITY OF SAN MATEO	12/13/24	46,067.00	MW	IS	
AP CHK 00418683	54186	CIVICPLUS LLC	12/13/24	1,588.00	MW	IS	
AP CHK 00418684	57423R	CKG BUILDING CONSTRUCTION	12/13/24	209.00	MW	IS	
AP CHK 00418685	56237	CLAREMONT BEHAVIORAL SERVIC	12/13/24	1,384.50	MW	IS	
AP CHK 00418686	25817JPA	COASTSIDE FIRE PROTECTION D	12/13/24	45,351.00	MW	IS	
AP CHK 00418687	25819JPA	COLMA FIRE PROTECTION DISTR	12/13/24	13,994.00	MW	IS	
AP CHK 00418688	42205	COLMA FIREMEN'S SOCIAL CLUB	12/13/24	240.00	MW	IS	
AP CHK 00418689	26650	COLMA POLICE DEPARTMENT	12/13/24	1,200.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00418690	47244	COMCAST	12/13/24	89.82	MW	IS	
AP CHK 00418691	51804	COMCAST	12/13/24	421.99	MW	IS	
AP CHK 00418692	56468	COMCAST	12/13/24	236.20	MW	IS	
AP CHK 00418693	56819	COMCAST	12/13/24	196.20	MW	IS	
AP CHK 00418694	57411	COMCAST	12/13/24	460.26	MW	IS	
AP CHK 00418695	58194	COMCAST	12/13/24	196.20	MW	IS	
AP CHK 00418696	58226	COMCAST	12/13/24	105.49	MW	IS	
AP CHK 00418697	58226	COMCAST	12/13/24	105.49	MW	IS	
AP CHK 00418698	58876	COMCAST	12/13/24	165.21	MW	IS	
AP CHK 00418699	40776R	COMMUNITY RECONSTRUCTION SO	12/13/24	729.25	MW	IS	
AP CHK 00418700	12578	COMPLETE LINEN SERVICES INC	12/13/24	147.37	MW	IS	
AP CHK 00418701	52002	CONTRA COSTA COUNTY SHERIFF	12/13/24	2,226.00	MW	IS	
AP CHK 00418702	2930	CONTRACTORS ELECTRICAL DIST	12/13/24	401.91	MW	IS	
AP CHK 00418703	30109	CORELOGIC SOLUTIONS LLC	12/13/24	196.27	MW	IS	
AP CHK 00418704	58664R	CORNEJO, FELICIANO	12/13/24	2,201.49	MW	IS	
AP CHK 00418705	14930	COUNTY OF SAN MATEO	12/13/24	246.76	MW	IS	
AP CHK 00418706	43157JPA	COUNTY OF SAN MATEO	12/13/24	2,275.37	MW	IS	
AP CHK 00418707	36928	COUNTY OF SANTA CLARA	12/13/24	720.00	MW	IS	
AP CHK 00418708	42324	CRIME SCENE CLEANERS INC	12/13/24	130.00	MW	IS	
AP CHK 00418709	56617R	CRUZ, AURA JOMELIE	12/13/24	721.54	MW	IS	
AP CHK 00418710	48323	CRYSTAL CREAMERY	12/13/24	929.73	MW	IS	
AP CHK 00418711	2293	CSMFO	12/13/24	60.00	MW	IS	
AP CHK 00418712	25580	CWEA-MEMBERSHIP	12/13/24	680.00	MW	IS	
AP CHK 00418713	1042	D C LOCK & SECURITY SERVICE	12/13/24	25.27	MW	IS	
AP CHK 00418714	58783	DA DAVIDSON & CO	12/13/24	33,060.49	MW	IS	
AP CHK 00418715	1836	DAILY JOURNAL CORPORATION	12/13/24	4,759.50	MW	IS	
AP CHK 00418716	2285	DALY CITY COLMA CHAMBER OF	12/13/24	15,000.00	MW	IS	
AP CHK 00418717	1937	DALY CITY FIREFIGHTERS UNIO	12/13/24	9,339.30	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00418718	55663	DALY CITY FIREFIGHTERS ASSO	12/13/24	4,500.00	MW	IS	
AP CHK 00418719	48520	DALY CITY PARTNERSHIP	12/13/24	20,000.00	MW	IS	
AP CHK 00418720	30935	DALY CITY POLICE OFFICERS B	12/13/24	1,057.30	MW	IS	
AP CHK 00418721	9290	DALY CITY POLICE OFFICERS A	12/13/24	445.00	MW	IS	
AP CHK 00418722	9290	DALY CITY POLICE OFFICERS A	12/13/24	8,900.00	MW	IS	
AP CHK 00418723	58347	DALY CITY PUBLIC LIBRARY AS	12/13/24	2,500.00	MW	IS	
AP CHK 00418724	36807	DALY CITY TEST ONLY	12/13/24	40.00	MW	IS	
AP CHK 00418725	1793	DALY CITY TOOL MART	12/13/24	141.74	MW	IS	
AP CHK 00418726	42706	DASH MEDICAL GLOVES INC	12/13/24	887.26	MW	IS	
AP CHK 00418727	54283R	DAUS-MAGBUAL, ROD	12/13/24	97.07	MW	IS	
AP CHK 00418728	51806	DAVID J POWERS & ASSOCIATES	12/13/24	1,506.25	MW	IS	
AP CHK 00418729	58915	DE LA ROSA, MIGUEL	12/13/24	1,270.00	MW	IS	
AP CHK 00418730	21676	DELL MARKETING LP	12/13/24	1,776.34	MW	IS	
AP CHK 00418731	42371	DIAL GLASS AND WINDOW COMPA	12/13/24	459.00	MW	IS	
AP CHK 00418732	26138R	DISCOUNT PLUMBING & HEATING	12/13/24	821.23	MW	IS	
AP CHK 00418733	52551	DN TANKS INC	12/13/24	158,741.22	MW	IS	
AP CHK 00418734	30629LAW	DOWNEY BRAND ATTORNEYS LLP	12/13/24	4,802.00	MW	IS	
AP CHK 00418735	36682	DU ALL SAFETY LLC	12/13/24	300.00	MW	IS	
AP CHK 00418736	40801R	DUMANDAN, WILGRACE	12/13/24	721.54	MW	IS	
AP CHK 00418737	1061	DUNN EDWARDS CORPORATION	12/13/24	416.85	MW	IS	
AP CHK 00418738	49988	EAN SERVICES LLC	12/13/24	493.12	MW	IS	
AP CHK 00418739	1347	EBSCO INFORMATION SERVICES	12/13/24	13,297.52	MW	IS	
AP CHK 00418740	58919	EHS INTERNATIONAL INC	12/13/24	1,188.00	MW	IS	
AP CHK 00418741	54143	EKI ENVIRONMENT & WATER	12/13/24	17,809.18	MW	IS	
AP CHK 00418742	56187	ELLIS INVESTIGATIONS LAW CO	12/13/24	16,234.50	MW	IS	
AP CHK 00418743	56297	EME ENTERPRISE INC	12/13/24	373.49	MW	IS	
AP CHK 00418744	58903R	EMERALD CREATIONS INC	12/13/24	209.00	MW	IS	
AP CHK 00418745	58775	EMERSON LLLP	12/13/24	9,148.63	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00418746	57280	ENOVEN INDUSTRIES LLC	12/13/24	138,774.06	MW	IS	
AP CHK 00418747	56611	ENTARA CORPORATION	12/13/24	750.00	MW	IS	
AP CHK 00418748	3786	ENVIRONMENTAL RESOURCE ASSO	12/13/24	1,241.45	MW	IS	
AP CHK 00418749	46768R	ESPINOZA, MIGUEL	12/13/24	149.00	MW	IS	
AP CHK 00418750	7839R	EXCELSIOR ROOFING COMPANY I	12/13/24	209.00	MW	IS	
AP CHK 00418751	56751	FAILSAFE TESTING LLC	12/13/24	1,600.00	MW	IS	
AP CHK 00418752	58901R	FALLEJO, RICHARD	12/13/24	29.14	MW	IS	
AP CHK 00418753	58911R	FANG, ROBIN	12/13/24	4,838.20	MW	IS	
AP CHK 00418754	36077	FASTENAL COMPANY	12/13/24	885.78	MW	IS	
AP CHK 00418755	17884	FEDEX	12/13/24	29.96	MW	IS	
AP CHK 00418756	9922	FERGUSON ENTERPRISES LLC	12/13/24	1,642.08	MW	IS	
AP CHK 00418757	56194	FIRE CATT LLC	12/13/24	13,617.85	MW	IS	
AP CHK 00418758	19787	FIRST CHOICE COFFEE SERVICE	12/13/24	792.71	MW	IS	
AP CHK 00418759	G1KIM	FRANCHISE TAX BOARD	12/13/24	272.03	MW	IS	
AP CHK 00418760	G1LEALAO	FRANCHISE TAX BOARD	12/13/24	210.97	MW	IS	
AP CHK 00418761	58909R	G R CONTRACTORS INC	12/13/24	4,409.00	MW	IS	
AP CHK 00418762	53703	GATES & ASSOCIATES	12/13/24	3,655.60	MW	IS	
AP CHK 00418763	26968	GOMEZ IRON WORKS ENTERPRISE	12/13/24	900.00	MW	IS	
AP CHK 00418764	58798R	GONZALES, ROBERT	12/13/24	1,000.00	MW	IS	
AP CHK 00418765	58918	GRAFFITI SHIELD INC	12/13/24	276.22	MW	IS	
AP CHK 00418766	1754	GRAINGER INC	12/13/24	13,299.67	MW	IS	
AP CHK 00418767	36985	GRAND INDUSTRIES INC	12/13/24	71,446.43	MW	IS	
AP CHK 00418768	1571	GRANITEROCK	12/13/24	2,743.36	MW	IS	
AP CHK 00418769	57660	GREEN HALO SYSTEMS INC	12/13/24	402.00	MW	IS	
AP CHK 00418770	30894	GRM	12/13/24	6,836.11	MW	IS	
AP CHK 00418771	57219	GSW CONSTRUCTION INC	12/13/24	7,412.45	MW	IS	
AP CHK 00418772	2223	HACH COMPANY	12/13/24	4,479.59	MW	IS	
AP CHK 00418773	57302	HALEY AND ALDRICH INC	12/13/24	12,080.94	MW	IS	

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AP CHK 00418774	3702	HARRINGTON INDUSTRIAL PLAST	12/13/24	1,417.05	MW	IS	
AP CHK 00418775	1980	HARRISON & BONINI INC	12/13/24	134.52	MW	IS	
AP CHK 00418776	47707R	HART, SHANE	12/13/24	344.40	MW	IS	
AP CHK 00418777	58910R	HASKELL, CAITLIN	12/13/24	231.33	MW	IS	
AP CHK 00418778	55667	HAZEN AND SAWYER	12/13/24	35,877.50	MW	IS	
AP CHK 00418779	58463	HD SUPPLY INC	12/13/24	53.14	MW	IS	
AP CHK 00418780	9049	HI TECH EVS INC	12/13/24	11,097.19	MW	IS	
AP CHK 00418781	32874R	HIGHLAND CONSTRUCTION CO	12/13/24	209.00	MW	IS	
AP CHK 00418782	49700	HILL BROTHERS CHEMICAL CO	12/13/24	1,615.83	MW	IS	
AP CHK 00418783	15857	HOME DEPOT CREDIT SERVICES	12/13/24	17,929.39	MW	IS	
AP CHK 00418784	47748	HONEYWELL ANALYTICS INC	12/13/24	6,307.92	MW	IS	
AP CHK 00418785	58906R	HOU, CHUNG CHEN	12/13/24	2,202.12	MW	IS	
AP CHK 00418786	57869	HRMORNING	12/13/24	299.00	MW	IS	
AP CHK 00418787	57444REN	HUB COMMUNITY CORPORATION,	12/13/24	95.61	MW	IS	
AP CHK 00418788	41818	HUNTINGTON COURT REPORTERS	12/13/24	23.52	MW	IS	
AP CHK 00418789	58865R	ILLICE CONCRETE INC	12/13/24	500.00	MW	IS	
AP CHK 00418790	57924	IMPERIAL SUPPLIES LLC	12/13/24	56.21	MW	IS	
AP CHK 00418791	48933	INFOSEND INC	12/13/24	8,766.30	MW	IS	
AP CHK 00418792	1012	INSTITUTE OF TRANSPORTATION	12/13/24	335.00	MW	IS	
AP CHK 00418793	50666	INTERNATIONAL ASSOCIATION O	12/13/24	103.00	MW	IS	
AP CHK 00418794	2104	INTERNATIONAL INSTITUTE OF	12/13/24	370.00	MW	IS	
AP CHK 00418795	56564	INVOICE CLOUD INC	12/13/24	100.00	MW	IS	
AP CHK 00418796	38914	J P COOKE COMPANY	12/13/24	321.25	MW	IS	
AP CHK 00418797	26328	JAM SERVICES INC	12/13/24	3,230.33	MW	IS	
AP CHK 00418798	27808	JAMES FORD INC	12/13/24	2,273.91	MW	IS	
AP CHK 00418799	17173	JOHNSON, TODD	12/13/24	6,159.50	MW	IS	
AP CHK 00418800	57096	JONES, CLEITUS	12/13/24	2,112.00	MW	IS	
AP CHK 00418801	21383R	KALAVERAS, MARJORIE	12/13/24	769.50	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00418802	57064	KING TINT	12/13/24	200.00	MW	IS	
AP CHK 00418803	51402R	KLATT, JOHN	12/13/24	937.00	MW	IS	
AP CHK 00418804	56387	KNOWBE4 INC	12/13/24	50,556.00	MW	IS	
AP CHK 00418805	1108	L N CURTIS AND SONS	12/13/24	3,851.55	MW	IS	
AP CHK 00418806	58147	LAKEVIEW BOOKS	12/13/24	1,586.79	MW	IS	
AP CHK 00418807	51450	LEFLER ENGINEERING INC	12/13/24	967.50	MW	IS	
AP CHK 00418808	33497	LEGACY MECHANICAL & ENERGY	12/13/24	5,463.50	MW	IS	
AP CHK 00418809	21353	LEGAL AID SOCIETY OF SAN MA	12/13/24	11,829.00	MW	IS	
AP CHK 00418810	29200	LEGAL SHIELD	12/13/24	535.35	MW	IS	
AP CHK 00418811	45083	LEHR	12/13/24	37,559.28	MW	IS	
AP CHK 00418812	37641	LEXIPOL LLC	12/13/24	13,009.61	MW	IS	
AP CHK 00418813	58908R	LIANG, ALEX	12/13/24	1,618.00	MW	IS	
AP CHK 00418814	12906LAW	LIEBERT CASSIDY WHITMORE	12/13/24	9,247.50	MW	IS	
AP CHK 00418815	58004JPALAW	LIEBERT CASSIDY WHITMORE	12/13/24	117.50	MW	IS	
AP CHK 00418816	16440	LINDE GAS & EQUIPMENT INC	12/13/24	268.65	MW	IS	
AP CHK 00418817	14431	LINDE INC	12/13/24	2,630.64	MW	IS	
AP CHK 00418818	56232	LOOKINGPOINT INC	12/13/24	1,325.00	MW	IS	
AP CHK 00418819	29332	LORAL LANDSCAPING	12/13/24	3,310.00	MW	IS	
AP CHK 00418820	49874	LOU'S GLOVES INC	12/13/24	495.00	MW	IS	
AP CHK 00418821	58914R	LOUIE, JUSTIN	12/13/24	78.00	MW	IS	
AP CHK 00418822	58287	LUBE SQUAD OF SFO LLC	12/13/24	1,540.32	MW	IS	
AP CHK 00418823	19332	MAGGIORA BROS DRILLING INC	12/13/24	41,800.00	MW	IS	
AP CHK 00418824	58905R	MAH, JEFFREY	12/13/24	2,992.83	MW	IS	
AP CHK 00418825	58900R	MALUYO, BEVERLY	12/13/24	1,627.94	MW	IS	
AP CHK 00418826	25805JPA	MENLO PARK FIRE PROTECTION	12/13/24	77,258.00	MW	IS	
AP CHK 00418827	23949	METRO MOBILE COMMUNICATIONS	12/13/24	7,417.88	MW	IS	
AP CHK 00418828	37348	METROPOLITAN ELECTRICAL CON	12/13/24	1,998.00	MW	IS	
AP CHK 00418829	56498	METROPOLITAN TRANSPORTATION	12/13/24	2,000.00	MW	IS	

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AP CHK 00418830	22863	MIDWEST TAPE INC	12/13/24	963.56	MW	IS	
AP CHK 00418831	57925	MK PRIVATE INVESTIGATION SE	12/13/24	1,800.00	MW	IS	
AP CHK 00418832	49436REN	MKD CEDAR HILL LLC	12/13/24	8,277.81	MW	IS	
AP CHK 00418833	53625	MUNISERVICES	12/13/24	104.81	MW	IS	
AP CHK 00418834	35339	MYERS, RON D	12/13/24	83,726.68	MW	IS	
AP CHK 00418835	35339	MYERS, RON D	12/13/24	8,427.50	MW	IS	
AP CHK 00418836	58895	NASSCO INC	12/13/24	2,480.00	MW	IS	
AP CHK 00418837	56793	NATIONAL FITNESS CAMPAIGN L	12/13/24	594.44	MW	IS	
AP CHK 00418838	7855	NATIONAL SAFETY COUNCIL	12/13/24	849.00	MW	IS	
AP CHK 00418839	58912R	NEMAH, PATRICK	12/13/24	1,540.86	MW	IS	
AP CHK 00418840	15763	NORTH COAST COUNTY WATER DI	12/13/24	43.39	MW	IS	
AP CHK 00418841	56821	ODP BUSINESS SOLUTIONS LLC	12/13/24	56.55	MW	IS	
AP CHK 00418842	56822	ODP BUSINESS SOLUTIONS LLC	12/13/24	3,332.40	MW	IS	
AP CHK 00418843	VOID.CONTINU	Void - Continued Stub	12/13/24	0.00	VM	VD	Void
AP CHK 00418844	56335	OPERATIONAL TECHNICAL SERVI	12/13/24	35,676.00	MW	IS	
AP CHK 00418845	3685	OTIS ELEVATOR COMPANY	12/13/24	2,815.00	MW	IS	
AP CHK 00418846	42965	OWEN EQUIPMENT SALES	12/13/24	494.44	MW	IS	
AP CHK 00418847	42838	PACE SUPPLY CORP	12/13/24	360.50	MW	IS	
AP CHK 00418848	49111	PACIFIC BAY EQUIPMENT	12/13/24	1,080.98	MW	IS	
AP CHK 00418849	1216	PACIFIC GAS & ELECTRIC	12/13/24	239,119.27	MW	IS	
AP CHK 00418850	29252	PACIFIC PRODUCE INC	12/13/24	2,412.95	MW	IS	
AP CHK 00418851	57648R	PARAGON ROOFING AND REMODEL	12/13/24	209.00	MW	IS	
AP CHK 00418852	56663	PARTS AUTHORITY LLC	12/13/24	1,133.48	MW	IS	
AP CHK 00418853	56968	PAYMENTUS CORPORATION	12/13/24	2,372.91	MW	IS	
AP CHK 00418854	3297	PENINSULA LIBRARY SYSTEM	12/13/24	2,334.56	MW	IS	
AP CHK 00418855	1936	PENINSULA PEACE OFFICERS AS	12/13/24	138.60	MW	IS	
AP CHK 00418856	29738	PENINSULA UNIFORMS & EQUIPM	12/13/24	1,922.76	MW	IS	
AP CHK 00418857	19678	PERS LONG TERM CARE PROGRAM	12/13/24	175.55	MW	IS	

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AP CHK 00418858	1314	PERSONAL AWARDS INC	12/13/24	221.84	MW	IS	
AP CHK 00418859	51799	PET FOOD EXPRESS	12/13/24	13.19	MW	IS	
AP CHK 00418860	1659	PETERSON	12/13/24	2,914.66	MW	IS	
AP CHK 00418861	47044	PETERSON TRUCKS INC	12/13/24	36.66	MW	IS	
AP CHK 00418862	54331	PIIAN SYSTEMS LLC	12/13/24	14,760.97	MW	IS	
AP CHK 00418863	58859	PINEDA INVESTMENTS LLC	12/13/24	10,983.75	MW	IS	
AP CHK 00418864	23208	PK SAFETY SUPPLY	12/13/24	1,133.91	MW	IS	
AP CHK 00418865	57439	PLAYAWAY PRODUCTS LLC	12/13/24	74.99	MW	IS	
AP CHK 00418866	36106	POLYDYNE INC	12/13/24	22,886.91	MW	IS	
AP CHK 00418867	49791R	POTI, ISAAKO	12/13/24	579.84	MW	IS	
AP CHK 00418868	53942	PREFERRED ALLIANCE INC	12/13/24	388.74	MW	IS	
AP CHK 00418869	2364	PROJECT SENTINEL	12/13/24	6,790.47	MW	IS	
AP CHK 00418870	53664	PROPRINT	12/13/24	1,943.00	MW	IS	
AP CHK 00418871	52408R	PRYOR, JONATHAN	12/13/24	250.00	MW	IS	
AP CHK 00418872	51526	PURETEC INDUSTRIAL WATER	12/13/24	304.69	MW	IS	
AP CHK 00418873	54044	QUADIENIT LEASING USA INC	12/13/24	1,938.77	MW	IS	
AP CHK 00418874	14449	R & S ERECTION OF SAN MATEO	12/13/24	1,321.89	MW	IS	
AP CHK 00418875	54978	RAIN FOR RENT	12/13/24	19,653.40	MW	IS	
AP CHK 00418876	48668JPA	RAVNTECH CORPORATION	12/13/24	42,988.09	MW	IS	
AP CHK 00418877	55298	RDO EQUIPMENT CO	12/13/24	172.98	MW	IS	
AP CHK 00418878	50803	READYREFRESH	12/13/24	124.91	MW	IS	
AP CHK 00418879	1200	REPUBLIC SERVICES OF NORTH	12/13/24	1,638,214.11	MW	IS	
AP CHK 00418880	58857	RESA SERVICE LLC	12/13/24	4,100.00	MW	IS	
AP CHK 00418881	58016	REXEL USA INC	12/13/24	3,572.82	MW	IS	
AP CHK 00418882	18111	REYES, CUAUHTEMOC	12/13/24	250.00	MW	IS	
AP CHK 00418883	53532	ROBERT HALF	12/13/24	2,489.52	MW	IS	
AP CHK 00418884	1087	SAFETY KLEEN SYSTEMS INC	12/13/24	977.58	MW	IS	
AP CHK 00418885	51614	SAN MATEO CART SERVICE	12/13/24	1,500.00	MW	IS	

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AP CHK 00418886	43156JPA	SAN MATEO COUNTY	12/13/24	510,069.00	MW	IS	
AP CHK 00418887	1643	SAN MATEO COUNTY ENVIRONMEN	12/13/24	1,445.00	MW	IS	
AP CHK 00418888	43158JPA	SAN MATEO COUNTY FIRE COUNT	12/13/24	76,702.00	MW	IS	
AP CHK 00418889	56664	SAN MATEO COUNTY FIREFIGHTE	12/13/24	10,075.00	MW	IS	
AP CHK 00418890	18047	SAN MATEO COUNTY PUBLIC	12/13/24	384,141.45	MW	IS	
AP CHK 00418891	35246	SAN MATEO COUNTY SHERIFFS O	12/13/24	1,375.00	MW	IS	
AP CHK 00418892	G1MARTINEZ	SAN MATEO COUNTY SHERIFF	12/13/24	112.50	MW	IS	
AP CHK 00418893	1790	SAN MATEO COUNTY TRANSIT DI	12/13/24	27,282.96	MW	IS	
AP CHK 00418894	9666	SAN MATEO LAWN MOWER SHOP	12/13/24	5,698.12	MW	IS	
AP CHK 00418895	55607	SANTANA, BRUNO	12/13/24	3,000.00	MW	IS	
AP CHK 00418896	54717	SANTANA, VALERIA CRISTINA	12/13/24	11,800.00	MW	IS	
AP CHK 00418897	38624R	SANTIAGO, ANA	12/13/24	1,221.41	MW	IS	
AP CHK 00418898	1111	SF - WATER	12/13/24	9,958.70	MW	IS	
AP CHK 00418899	1111	SF - WATER	12/13/24	572.00	MW	IS	
AP CHK 00418900	1111	SF - WATER	12/13/24	3,302.69	MW	IS	
AP CHK 00418901	1111	SF - WATER	12/13/24	2,517.00	MW	IS	
AP CHK 00418902	1111	SF - WATER	12/13/24	42,121.61	MW	IS	
AP CHK 00418903	1111	SF - WATER	12/13/24	652,461.07	MW	IS	
AP CHK 00418904	50625R	SF CROWN ROOFING INC	12/13/24	209.00	MW	IS	
AP CHK 00418905	31449	SHARP ELECTRONICS CORPORATI	12/13/24	8,284.58	MW	IS	
AP CHK 00418906	23742	SHOE DEPOT INC	12/13/24	3,135.49	MW	IS	
AP CHK 00418907	52666	SHRED WORKS INC	12/13/24	79.00	MW	IS	
AP CHK 00418908	26862	SOUTH BAY REGIONAL PUBLIC S	12/13/24	900.00	MW	IS	
AP CHK 00418909	46351	SPECIAL SERVICES GROUP LLC	12/13/24	4,200.00	MW	IS	
AP CHK 00418910	20534	ST FRANCIS ELECTRIC INC	12/13/24	4,758.26	MW	IS	
AP CHK 00418911	11228	STANDARD & POORS	12/13/24	30,000.00	MW	IS	
AP CHK 00418912	37940	STANDARD PLUMBING SUPPLY CO	12/13/24	16.85	MW	IS	
AP CHK 00418913	1190	STATE SHEET METAL WORKS INC	12/13/24	1,275.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00418914	50386	STATE WATER RESOURCES CONTR	12/13/24	5,525.00	MW	IS	
AP CHK 00418915	9339	STATE WATER RESOURCES CONTR	12/13/24	45,494.00	MW	IS	
AP CHK 00418916	3613	STATIONARY ENGINEERS LOCAL	12/13/24	4,069.48	MW	IS	
AP CHK 00418917	45084	STEPFORD INC	12/13/24	8,967.00	MW	IS	
AP CHK 00418918	23112	STERLING	12/13/24	169.61	MW	IS	
AP CHK 00418919	1090	STEWART CHEVROLET CADILLAC	12/13/24	1,398.05	MW	IS	
AP CHK 00418920	57098	SUPERIOR HYDROSEEDING INC	12/13/24	20,014.70	MW	IS	
AP CHK 00418921	51439	SWEET DELIGHT BAKERY	12/13/24	2,691.00	MW	IS	
AP CHK 00418922	45319	T MOBILE USA INC	12/13/24	615.00	MW	IS	
AP CHK 00418923	15590	T SHIRT FEVER	12/13/24	5,017.03	MW	IS	
AP CHK 00418924	58356	T-SHIRT SOURCE	12/13/24	318.52	MW	IS	
AP CHK 00418925	2798	TEAMSTERS LOCAL 856	12/13/24	3,500.00	MW	IS	
AP CHK 00418926	51891	TETRA TECH INC	12/13/24	9,013.80	MW	IS	
AP CHK 00418927	53452	THATCHER COMPANY OF CALIFOR	12/13/24	8,100.68	MW	IS	
AP CHK 00418928	1201	THOMSON REUTERS WEST	12/13/24	3,147.00	MW	IS	
AP CHK 00418929	22184R	TOM LEE ROOFING INC	12/13/24	209.00	MW	IS	
AP CHK 00418930	53866	TOWN OF HILLSBOROUGH	12/13/24	55.00	MW	IS	
AP CHK 00418931	29829	TSAI FONG BOOKS INC	12/13/24	299.88	MW	IS	
AP CHK 00418932	57186	TURNER ADVISEMENT LLC	12/13/24	5,400.00	MW	IS	
AP CHK 00418933	47572	TYLER TECHNOLOGIES INC	12/13/24	75,948.00	MW	IS	
AP CHK 00418934	37637	ULINE INC	12/13/24	1,900.99	MW	IS	
AP CHK 00418935	58899R	ULTIMATE PIPELINES	12/13/24	500.00	MW	IS	
AP CHK 00418936	56630	UNDERGROUND REPUBLIC WATER	12/13/24	4,086.46	MW	IS	
AP CHK 00418937	56607	UNION DOOR	12/13/24	1,230.00	MW	IS	
AP CHK 00418938	32209	UNIVAR SOLUTIONS USA INC	12/13/24	14,383.59	MW	IS	
AP CHK 00418939	24531	US BANK	12/13/24	4,026.00	MW	IS	
AP CHK 00418940	58572	US FOODS INC	12/13/24	3,935.85	MW	IS	
AP CHK 00418941	37684	USA BLUE BOOK	12/13/24	5,381.30	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00418942	58575	VALLEY OIL COMPANY	12/13/24	31,446.46	MW	IS	
AP CHK 00418943	58898R	VASQUEZ QUIQUIA, CARINA	12/13/24	147.50	MW	IS	
AP CHK 00418944	29329	VERIZON WIRELESS SERVICES L	12/13/24	743.06	MW	IS	
AP CHK 00418945	29329	VERIZON WIRELESS SERVICES L	12/13/24	427.36	MW	IS	
AP CHK 00418946	29329	VERIZON WIRELESS SERVICES L	12/13/24	248.70	MW	IS	
AP CHK 00418947	29329	VERIZON WIRELESS SERVICES L	12/13/24	169.49	MW	IS	
AP CHK 00418948	29329	VERIZON WIRELESS SERVICES L	12/13/24	1,684.55	MW	IS	
AP CHK 00418949	29329	VERIZON WIRELESS SERVICES L	12/13/24	42.16	MW	IS	
AP CHK 00418950	29329	VERIZON WIRELESS SERVICES L	12/13/24	188.64	MW	IS	
AP CHK 00418951	29329	VERIZON WIRELESS SERVICES L	12/13/24	208.66	MW	IS	
AP CHK 00418952	29329	VERIZON WIRELESS SERVICES L	12/13/24	172.21	MW	IS	
AP CHK 00418953	29329	VERIZON WIRELESS SERVICES L	12/13/24	3,366.67	MW	IS	
AP CHK 00418954	29329	VERIZON WIRELESS SERVICES L	12/13/24	47.16	MW	IS	
AP CHK 00418955	54422R	VLEN, JANIE	12/13/24	104.99	MW	IS	
AP CHK 00418956	41056R	VIOLA, ANNA MARIE	12/13/24	769.50	MW	IS	
AP CHK 00418957	57426	VOLER STRATEGIC ADVISORS IN	12/13/24	10,000.00	MW	IS	
AP CHK 00418958	1579	VWR INTERNATIONAL LLC	12/13/24	3,115.29	MW	IS	
AP CHK 00418959	58346	WESCO RECEIVABLES CORP	12/13/24	1,254.06	MW	IS	
AP CHK 00418960	49085	WEST COAST ARBORISTS INC	12/13/24	9,340.00	MW	IS	
AP CHK 00418961	36888	WESTERN TRUCK FABRICATION I	12/13/24	2,879.50	MW	IS	
AP CHK 00418962	1095	WESTLAKE ECO SOFT-TOUCH	12/13/24	838.35	MW	IS	
AP CHK 00418963	30684	WHITE CAP LP	12/13/24	75.64	MW	IS	
AP CHK 00418964	51677R	WILKERSON, JAKE	12/13/24	450.00	MW	IS	
AP CHK 00418965	56711	WILLIAM K FAISST CONSULTING	12/13/24	12,026.25	MW	IS	
AP CHK 00418966	54330	WILLIAMS SCOTSMAN INC	12/13/24	763.19	MW	IS	
AP CHK 00418967	36417R	WILLIAMS, ANNE	12/13/24	721.54	MW	IS	
AP CHK 00418968	38558	WILSEY HAM INC	12/13/24	58,556.48	MW	IS	
AP CHK 00418969	34825R	WOO, BONNIE	12/13/24	151.42	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00418970	18388JPA	WOODSIDE FIRE PROTECTION DI	12/13/24	54,743.00	MW	IS	
AP CHK 00418971	17364	WORLD BOOK INC	12/13/24	1,301.64	MW	IS	
AP CHK 00418972	53426	WRECO	12/13/24	20,044.50	MW	IS	
AP CHK 00418973	58913R	YOU, BENNY	12/13/24	125.32	MW	IS	
AP CHK 00418974	58904R	YOU, JUNYU	12/13/24	209.00	MW	IS	
AP CHK 00418975	54169R	YUEN, ALEXANDER	12/13/24	671.55	MW	IS	
AP CHK 00418976	12694R	ZALINSKIS, KLAUS	12/13/24	700.86	MW	IS	
AP CHK 00418977	4510	ZAP MANUFACTURING INC	12/13/24	142.84	MW	IS	
AP CHK 00418978	58035	ZOHO CORPORATION	12/13/24	22,685.00	MW	IS	
AP CHK 00418979	58315	ZONE 4 CONSTRUCTION INC	12/13/24	252,247.00	MW	IS	
AP CHK 00418980	55902	ZOOM VIDEO COMMUNICATIONS I	12/13/24	671.57	MW	IS	

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

Total Void Machine Written	0.00	Number of Checks Processed:	1
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	6,875,732.70	Number of Checks Processed:	374
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 6,875,732.70

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00418981	57353	ABACUS PRODUCTS INC	12/20/24	1,130.96	MW	IS	
AP CHK 00418982	15222	ACTION SPORTS	12/20/24	1,038.32	MW	IS	
AP CHK 00418983	5034	ADAMSON POLICE PRODUCTS	12/20/24	5,033.39	MW	IS	
AP CHK 00418984	58168R	AL'S REMODELING	12/20/24	1,366.02	MW	IS	
AP CHK 00418985	14004	ALERT PEST CONTROL COMPANY	12/20/24	2,374.00	MW	IS	
AP CHK 00418986	49642	ALL CITY MANAGEMENT SERVICE	12/20/24	9,841.66	MW	IS	
AP CHK 00418987	39657	ALL STAR GLASS	12/20/24	225.00	MW	IS	
AP CHK 00418988	58928R	ALPHA ROOFING GROUP INC	12/20/24	209.00	MW	IS	
AP CHK 00418989	58873R	AMABLE, BILL	12/20/24	127.39	MW	IS	
AP CHK 00418990	56231	AMAZON CAPITAL SERVICES INC	12/20/24	8,839.85	MW	IS	
AP CHK 00418991	2083	AMERICA COPY & PRINTING CO	12/20/24	398.85	MW	IS	
AP CHK 00418992	14988	AMERICAN TOWER CORPORATION	12/20/24	9,423.79	MW	IS	
AP CHK 00418993	24868	ANIXTER INC	12/20/24	792.46	MW	IS	
AP CHK 00418994	46585	ANTHEM BLUE CROSS	12/20/24	146.40	MW	IS	
AP CHK 00418995	46585	ANTHEM BLUE CROSS	12/20/24	159.20	MW	IS	
AP CHK 00418996	58874	ARTISAN BY LIZ	12/20/24	15.00	MW	IS	
AP CHK 00418997	32577	AT&T	12/20/24	460.99	MW	IS	
AP CHK 00418998	32577	AT&T	12/20/24	1,053.09	MW	IS	
AP CHK 00418999	32577	AT&T	12/20/24	4,907.03	MW	IS	
AP CHK 00419000	29643	AUTO COLLISION CENTER	12/20/24	782.00	MW	IS	
AP CHK 00419001	1232	BAKER & TAYLOR COMPANY INC	12/20/24	6,424.47	MW	IS	
AP CHK 00419002	2495	BARKERBLUE INC	12/20/24	1,830.99	MW	IS	
AP CHK 00419003	57962R	BARKOCY, DAVIS	12/20/24	126.28	MW	IS	
AP CHK 00419004	55022R	BARRON, FERNANDO	12/20/24	125.00	MW	IS	
AP CHK 00419005	54911	BAYSIDE COLLISION CENTER	12/20/24	6,000.00	MW	IS	
AP CHK 00419006	52276R	BELL PLUMBING OF SAN MATEO	12/20/24	2,000.00	MW	IS	
AP CHK 00419007	38585	BFI OF CALIFORNIA INC	12/20/24	6,875.63	MW	IS	
AP CHK 00419008	19200	BIRITE FOODSERVICE DISTRIBU	12/20/24	6,664.96	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00419009	35495	BLUE WATER TOWING & AUTO SE	12/20/24	60.00	MW	IS	
AP CHK 00419010	58921R	BOCOG, RUBELYN	12/20/24	700.00	MW	IS	
AP CHK 00419011	56068	BRADSHAW CONSTRUCTION	12/20/24	5,737.50	MW	IS	
AP CHK 00419012	3349	BROADMOOR LANDSCAPE SUPPLY	12/20/24	187.81	MW	IS	
AP CHK 00419013	21239R	BROWN, DENISE	12/20/24	363.95	MW	IS	
AP CHK 00419014	54295R	CABLECOM LLC	12/20/24	1,500.00	MW	IS	
AP CHK 00419015	33981	CAGWIN & DORWARD	12/20/24	388.00	MW	IS	
AP CHK 00419016	36927	CALCON SYSTEMS INC	12/20/24	10,147.50	MW	IS	
AP CHK 00419017	57672R	CALIFORNIA SEWER ENGINEERIN	12/20/24	2,000.00	MW	IS	
AP CHK 00419018	1196	CALIFORNIA WATER SERVICE CO	12/20/24	143.76	MW	IS	
AP CHK 00419019	1196	CALIFORNIA WATER SERVICE CO	12/20/24	46.47	MW	IS	
AP CHK 00419020	48009	CENGAGE LEARNING INC / GALE	12/20/24	266.64	MW	IS	
AP CHK 00419021	54918R	CFY CONSTRUCTION INC	12/20/24	418.00	MW	IS	
AP CHK 00419022	58923R	CHEUNG, FU CHUNG	12/20/24	659.00	MW	IS	
AP CHK 00419023	20877	CHICK N COOP RESTAURANT	12/20/24	1,000.00	MW	IS	
AP CHK 00419024	36817R	CHRISTENSEN, CAMERON	12/20/24	931.81	MW	IS	
AP CHK 00419025	57662	CINTAS CORPORATE SERVICES I	12/20/24	5,613.10	MW	IS	
AP CHK 00419026	51204	CINTAS CORPORATION	12/20/24	2,036.64	MW	IS	
AP CHK 00419027	3678	CINTAS CORPORATION #464	12/20/24	3,139.12	MW	IS	
AP CHK 00419028	35395	CITY AUTO SUPPLY	12/20/24	3,956.26	MW	IS	
AP CHK 00419029	25602	CITY OF DALY CITY	12/20/24	4,195.57	MW	IS	
AP CHK 00419030	40147	CITY TOYOTA	12/20/24	858.30	MW	IS	
AP CHK 00419031	57423R	CKG BUILDING CONSTRUCTION	12/20/24	209.00	MW	IS	
AP CHK 00419032	18465	CLEARLITE TROPHIES	12/20/24	1,222.63	MW	IS	
AP CHK 00419033	48517	COMCAST	12/20/24	173.35	MW	IS	
AP CHK 00419034	48645	COMCAST	12/20/24	99.00	MW	IS	
AP CHK 00419035	56468	COMCAST	12/20/24	226.20	MW	IS	
AP CHK 00419036	56458	COMMUNITY FIRST NATIONAL BA	12/20/24	306,115.38	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00419037	12578	COMPLETE LINEN SERVICES INC	12/20/24	294.74	MW	IS	
AP CHK 00419038	56253	CORE & MAIN LP	12/20/24	80.81	MW	IS	
AP CHK 00419039	58502	CORSAIR MEMORY INC	12/20/24	12,637.83	MW	IS	
AP CHK 00419040	57217R	COSGROVE, JOSHUA	12/20/24	597.02	MW	IS	
AP CHK 00419041	17561	COUNTY OF SAN MATEO	12/20/24	584,744.00	MW	IS	
AP CHK 00419042	21727	COUNTY OF SAN MATEO	12/20/24	240.00	MW	IS	
AP CHK 00419043	42324	CRIME SCENE CLEANERS INC	12/20/24	650.00	MW	IS	
AP CHK 00419044	36182	CRITICAL REACH	12/20/24	1,495.00	MW	IS	
AP CHK 00419045	48323	CRYSTAL CREAMERY	12/20/24	595.43	MW	IS	
AP CHK 00419046	2293	CSMFO	12/20/24	1,130.00	MW	IS	
AP CHK 00419047	19907	CWEA-TCP	12/20/24	121.00	MW	IS	
AP CHK 00419048	1042	D C LOCK & SECURITY SERVICE	12/20/24	4,264.25	MW	IS	
AP CHK 00419049	1836	DAILY JOURNAL CORPORATION	12/20/24	78.00	MW	IS	
AP CHK 00419050	2285	DALY CITY COLMA CHAMBER OF	12/20/24	115.00	MW	IS	
AP CHK 00419051	36807	DALY CITY TEST ONLY	12/20/24	40.00	MW	IS	
AP CHK 00419052	42706	DASH MEDICAL GLOVES INC	12/20/24	97.74	MW	IS	
AP CHK 00419053	47533	DEPARTMENT OF INDUSTRIAL RE	12/20/24	59,498.89	MW	IS	
AP CHK 00419054	1299	DEPARTMENT OF JUSTICE	12/20/24	66.00	MW	IS	
AP CHK 00419055	26138R	DISCOUNT PLUMBING & HEATING	12/20/24	6,000.00	MW	IS	
AP CHK 00419056	56916	DORMAN ASSOCIATES INC	12/20/24	16,800.00	MW	IS	
AP CHK 00419057	57393	DTA	12/20/24	4,825.00	MW	IS	
AP CHK 00419058	48177	EAST BAY TIRE CO	12/20/24	7,130.67	MW	IS	
AP CHK 00419059	58775	EMERSON LLLP	12/20/24	5,160.74	MW	IS	
AP CHK 00419060	3786	ENVIRONMENTAL RESOURCE ASSO	12/20/24	1,239.97	MW	IS	
AP CHK 00419061	1049	EQUIFAX INFORMATION SVCS LL	12/20/24	50.00	MW	IS	
AP CHK 00419062	56435	ESO SOLUTIONS INC	12/20/24	667.58	MW	IS	
AP CHK 00419063	58144	ETIC	12/20/24	65,494.68	MW	IS	
AP CHK 00419064	39474	EXPRESS PLUMBING	12/20/24	70,200.00	MW	IS	

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AP CHK 00419065	36077	FASTENAL COMPANY	12/20/24	224.15	MW	IS	
AP CHK 00419066	58826	FIDELITY NATIONAL TITLE COM	12/20/24	629.00	MW	IS	
AP CHK 00419067	58109	FLOCK SAFETY	12/20/24	800.00	MW	IS	
AP CHK 00419068	47323	FORD STORE SAN LEANDRO, THE	12/20/24	55,369.19	MW	IS	
AP CHK 00419069	57350	FREYER & LAURETA INC	12/20/24	448.75	MW	IS	
AP CHK 00419070	58933	GAS2YOU INC	12/20/24	538.28	MW	IS	
AP CHK 00419071	58922R	GILBERT, CHET	12/20/24	108.20	MW	IS	
AP CHK 00419072	55311	GOLDEN STATE EMERGENCY	12/20/24	142.43	MW	IS	
AP CHK 00419073	3942	GOVERNMENT FINANCE OFFICERS	12/20/24	760.00	MW	IS	
AP CHK 00419074	55945	GOVINVEST INC	12/20/24	29,000.00	MW	IS	
AP CHK 00419075	1754	GRAINGER INC	12/20/24	4,312.60	MW	IS	
AP CHK 00419076	1571	GRANITEROCK	12/20/24	5,021.75	MW	IS	
AP CHK 00419077	2223	HACH COMPANY	12/20/24	7,923.61	MW	IS	
AP CHK 00419078	58220R	HALBUR, AMANDA	12/20/24	150.00	MW	IS	
AP CHK 00419079	58910R	HASKELL, CAITLIN	12/20/24	17,569.78	MW	IS	
AP CHK 00419080	57688	HDL SOFTWARE LLC	12/20/24	24,038.75	MW	IS	
AP CHK 00419081	17021	HF&H CONSULTANTS LLC	12/20/24	9,206.25	MW	IS	
AP CHK 00419082	9049	HI TECH EVS INC	12/20/24	5,542.16	MW	IS	
AP CHK 00419083	9049	HI TECH EVS INC	12/20/24	15,787.43	MW	IS	
AP CHK 00419084	49700	HILL BROTHERS CHEMICAL CO	12/20/24	1,320.92	MW	IS	
AP CHK 00419085	56109	HONEY BUCKET	12/20/24	250.49	MW	IS	
AP CHK 00419086	41818	HUNTINGTON COURT REPORTERS	12/20/24	84.30	MW	IS	
AP CHK 00419087	25446	INSTRUMENT TECHNOLOGY CORP	12/20/24	1,957.45	MW	IS	
AP CHK 00419088	49228R	IZAGUIRRE, MARIA	12/20/24	400.00	MW	IS	
AP CHK 00419089	27808	JAMES FORD INC	12/20/24	1,252.20	MW	IS	
AP CHK 00419090	57359R	KAISER FOUNDATION HEALTH	12/20/24	6,445.58	MW	IS	
AP CHK 00419091	47002MED	KAISER PERMANENTE	12/20/24	3,655.37	MW	IS	
AP CHK 00419092	55962	KANOPY INC	12/20/24	5,800.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00419093	22450	KAPCO	12/20/24	1,465.42	MW	IS	
AP CHK 00419094	56294	KELLY SPICERS FACILITIES SO	12/20/24	819.78	MW	IS	
AP CHK 00419095	39604	KIMBALL MIDWEST	12/20/24	3,315.68	MW	IS	
AP CHK 00419096	1108	L N CURTIS AND SONS	12/20/24	0.00	MW	IS	
AP CHK 00419097	56811R	LAJOIE, MATTHEW	12/20/24	146.82	MW	IS	
AP CHK 00419098	57207R	LANDMARK CONSTRUCTION	12/20/24	1,000.00	MW	IS	
AP CHK 00419099	13776	LANGUAGE LINE SERVICES	12/20/24	2,297.74	MW	IS	
AP CHK 00419100	33497	LEGACY MECHANICAL & ENERGY	12/20/24	13,922.50	MW	IS	
AP CHK 00419101	37094	LEXISNEXIS RISK DATA MANAGE	12/20/24	510.00	MW	IS	
AP CHK 00419102	12906LAW	LIEBERT CASSIDY WHITMORE	12/20/24	75.00	MW	IS	
AP CHK 00419103	58287	LUBE SQUAD OF SFO LLC	12/20/24	153.72	MW	IS	
AP CHK 00419104	57919R	MCCARTHY, ROBERT	12/20/24	685.10	MW	IS	
AP CHK 00419105	58927R	MCGRAW, JAMES L	12/20/24	2,159.00	MW	IS	
AP CHK 00419106	23949	METRO MOBILE COMMUNICATIONS	12/20/24	22,486.69	MW	IS	
AP CHK 00419107	58934	MILTON ACEVES	12/20/24	1,500.00	MW	IS	
AP CHK 00419108	54440	MK BATTERY	12/20/24	707.50	MW	IS	
AP CHK 00419109	15210	MUNICIPAL MAINTENANCE EQUIP	12/20/24	380.24	MW	IS	
AP CHK 00419110	49040	NAPIER, NORA	12/20/24	585.00	MW	IS	
AP CHK 00419111	58920R	NATIONAL GENERAL INSURANCE	12/20/24	1,900.48	MW	IS	
AP CHK 00419112	34477	NCL OF WISCONSIN INC	12/20/24	3,506.04	MW	IS	
AP CHK 00419113	45221R	NEW HIGH PROTECTION ROOFING	12/20/24	418.00	MW	IS	
AP CHK 00419114	52620	NOTHING BUNDT CAKES	12/20/24	308.80	MW	IS	
AP CHK 00419115	56820	ODP BUSINESS SOLUTIONS LLC	12/20/24	1,994.66	MW	IS	
AP CHK 00419116	56822	ODP BUSINESS SOLUTIONS LLC	12/20/24	488.80	MW	IS	
AP CHK 00419117	58180	ODP BUSINESS SOLUTIONS LLC	12/20/24	943.76	MW	IS	
AP CHK 00419118	56335	OPERATIONAL TECHNICAL SERVI	12/20/24	36,252.00	MW	IS	
AP CHK 00419119	32927	PACIFIC FIRE SAFE FIRE EXTI	12/20/24	620.88	MW	IS	
AP CHK 00419120	1216	PACIFIC GAS & ELECTRIC	12/20/24	122,518.40	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00419121	58611	PACIFIC OFFICE AUTOMATION I	12/20/24	25.34	MW	IS	
AP CHK 00419122	29252	PACIFIC PRODUCE INC	12/20/24	2,355.30	MW	IS	
AP CHK 00419123	40269R	PAK'S ROOFING INC	12/20/24	418.00	MW	IS	
AP CHK 00419124	3297	PENINSULA LIBRARY SYSTEM	12/20/24	20,629.17	MW	IS	
AP CHK 00419125	29738	PENINSULA UNIFORMS & EQUIPM	12/20/24	975.58	MW	IS	
AP CHK 00419126	58930R	PHASE 3 COMM	12/20/24	1,449.68	MW	IS	
AP CHK 00419127	51526	PURETEC INDUSTRIAL WATER	12/20/24	496.79	MW	IS	
AP CHK 00419128	3027	R & H REPAIRS	12/20/24	964.54	MW	IS	
AP CHK 00419129	57465	RA AUTOMOTIVE SOFTWARE SOLU	12/20/24	600.00	MW	IS	
AP CHK 00419130	58191	RDA CONSULTING	12/20/24	8,213.75	MW	IS	
AP CHK 00419131	55298	RDO EQUIPMENT CO	12/20/24	373.88	MW	IS	
AP CHK 00419132	58931LAW	REDWOOD PUBLIC LAW LLP	12/20/24	2,020.00	MW	IS	
AP CHK 00419133	56800	REWORLD SOLUTIONS LLC	12/20/24	429.10	MW	IS	
AP CHK 00419134	58916	RIGO QUALITY TREE CARE	12/20/24	9,200.00	MW	IS	
AP CHK 00419135	53532	ROBERT HALF	12/20/24	2,176.20	MW	IS	
AP CHK 00419136	57114R	RODRIGUEZ, RENALDO	12/20/24	1,231.56	MW	IS	
AP CHK 00419137	52843R	S F UNDERGROUND	12/20/24	8,000.00	MW	IS	
AP CHK 00419138	53362R	SADDI, ROSEMARY	12/20/24	500.00	MW	IS	
AP CHK 00419139	1087	SAFETY KLEEN SYSTEMS INC	12/20/24	1,183.91	MW	IS	
AP CHK 00419140	47480	SALLY SWANSON ARCHITECTS IN	12/20/24	17,878.28	MW	IS	
AP CHK 00419141	12544	SAN MATEO COUNTY CONTROLLER	12/20/24	47,040.00	MW	IS	
AP CHK 00419142	14776	SAN MATEO COUNTY EMS AGENCY	12/20/24	261.00	MW	IS	
AP CHK 00419143	35246	SAN MATEO COUNTY SHERIFFS O	12/20/24	12,162.00	MW	IS	
AP CHK 00419144	9666	SAN MATEO LAWN MOWER SHOP	12/20/24	2,514.14	MW	IS	
AP CHK 00419145	50625R	SF CROWN ROOFING INC	12/20/24	209.00	MW	IS	
AP CHK 00419146	23742	SHOE DEPOT INC	12/20/24	342.14	MW	IS	
AP CHK 00419147	55916R	SHOOPMAN, COREY	12/20/24	173.90	MW	IS	
AP CHK 00419148	58925R	SHPF MOLTKE LLC	12/20/24	2,849.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00419149	52666	SHRED WORKS INC	12/20/24	207.00	MW	IS	
AP CHK 00419150	32237	SMART & FINAL STORES LLC	12/20/24	1,998.20	MW	IS	
AP CHK 00419151	57427	SMPCSA	12/20/24	1,250.00	MW	IS	
AP CHK 00419152	57167	SPECIALTY SERVICES	12/20/24	5,700.00	MW	IS	
AP CHK 00419153	58634	SPECTRUM CANINE ISABEL LLC	12/20/24	1,000.00	MW	IS	
AP CHK 00419154	20534	ST FRANCIS ELECTRIC INC	12/20/24	4,175.95	MW	IS	
AP CHK 00419155	9339	STATE WATER RESOURCES CONTR	12/20/24	61,967.00	MW	IS	
AP CHK 00419156	45084	STEFFORD INC	12/20/24	1,025.79	MW	IS	
AP CHK 00419157	57023RJPA	STRATTON, MARGARET	12/20/24	167.90	MW	IS	
AP CHK 00419158	57098	SUPERIOR HYDROSEEDING INC	12/20/24	1,200.00	MW	IS	
AP CHK 00419159	51439	SWEET DELIGHT BAKERY	12/20/24	1,539.00	MW	IS	
AP CHK 00419160	29237	SYNAGRO WEST LLC	12/20/24	28,486.20	MW	IS	
AP CHK 00419161	45319	T MOBILE USA INC	12/20/24	760.00	MW	IS	
AP CHK 00419162	15590	T SHIRT FEVER	12/20/24	1,237.03	MW	IS	
AP CHK 00419163	13852	TELECOMMUNICATIONS ENGINEER	12/20/24	3,024.50	MW	IS	
AP CHK 00419164	42970JPA	TELECOMMUNICATIONS ENGINEER	12/20/24	24,000.00	MW	IS	
AP CHK 00419165	37535	TELEPATH CORPORATION	12/20/24	700.00	MW	IS	
AP CHK 00419166	53452	THATCHER COMPANY OF CALIFOR	12/20/24	8,100.68	MW	IS	
AP CHK 00419167	54821R	THE GB GROUP INC	12/20/24	809.00	MW	IS	
AP CHK 00419168	1201	THOMSON REUTERS WEST	12/20/24	6,294.00	MW	IS	
AP CHK 00419169	56505	TOSHIBA AMERICA BUSINESS SO	12/20/24	2,400.00	MW	IS	
AP CHK 00419170	31452	TOWNE FORD	12/20/24	108,066.46	MW	IS	
AP CHK 00419171	26803	TURBO DATA SYSTEMS INC	12/20/24	1,321.61	MW	IS	
AP CHK 00419172	47572	TYLER TECHNOLOGIES INC	12/20/24	80,427.69	MW	IS	
AP CHK 00419173	37637	ULINE INC	12/20/24	456.65	MW	IS	
AP CHK 00419174	58572	US FOODS INC	12/20/24	1,193.13	MW	IS	
AP CHK 00419175	58575	VALLEY OIL COMPANY	12/20/24	2,511.80	MW	IS	
AP CHK 00419176	58576LAW	VAN DERMYDEN MAKUS LAW CORP	12/20/24	19,422.02	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00419177	29329	VERIZON WIRELESS SERVICES L	12/20/24	3,629.68	MW	IS	
AP CHK 00419178	58924R	VICTOR BRINGAS CONSTRUCTION	12/20/24	959.00	MW	IS	
AP CHK 00419179	36355	WASTEWATER SOLUTIONS INC	12/20/24	4,125.00	MW	IS	
AP CHK 00419180	50485	WAVE BROADBAND	12/20/24	254.57	MW	IS	
AP CHK 00419181	50485	WAVE BROADBAND	12/20/24	1,295.00	MW	IS	
AP CHK 00419182	50485	WAVE BROADBAND	12/20/24	99.90	MW	IS	
AP CHK 00419183	49085	WEST COAST ARBORISTS INC	12/20/24	8,145.00	MW	IS	
AP CHK 00419184	53311	WESTSIDE CONCRETE MATERIALS	12/20/24	105.62	MW	IS	
AP CHK 00419185	45861	WILCOX SALES	12/20/24	4,409.01	MW	IS	
AP CHK 00419186	58080R	WONG, VERNON	12/20/24	332.97	MW	IS	
AP CHK 00419187	17364	WORLD BOOK INC	12/20/24	1,314.16	MW	IS	
AP CHK 00419188	58929R	YAMBAO, JAYSON YAMBAO & PAM	12/20/24	2,000.00	MW	IS	
AP CHK 00419189	4510	ZAP MANUFACTURING INC	12/20/24	460.80	MW	IS	
AP CHK 00419190	58926R	ZHAO, JIARONG	12/20/24	209.00	MW	IS	
AP CHK 00419191	58467	ZOON ENGINEERING INC	12/20/24	5,233.39	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	2,241,668.69	Number of Checks Processed:	211
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 2,241,668.69



City Council Meeting Agenda Report

Item # _____

Meeting Date: February 10, 2025

Subject: Finding of Public Convenience and Necessity PCN-8-24-16615 to Sell Alcoholic Beverages for Off-Site Consumption at DC Smart Market at 6825 Mission Street (Type 21 License)

Recommended Action

Consider a finding that the public convenience or necessity would be served by the issuance of a liquor license by the State Department of Alcohol Beverage Control (ABC).

Background

The applicant, Abdul Nasher, owner of DC Smart Market, has filed an application with ABC to sell beer, wine, and distilled spirits (Type 21 License) for off-site consumption at the existing convenience store located at 6825 Mission Street (see Attachment A – Site Location). According to the applicant, approximately 20 percent of display area would be dedicated to the display of alcoholic beverages.

ABC has determined that a finding of Public Convenience and Necessity (PCN) by the Daly City City Council is necessary before it can issue the license. The census tract in which the store is located is considered by ABC as over-concentrated by three Type 21 License. The approval of this request would make the area over concentrated by four Type 21 licenses.

In 2021, the City issued a business license for a smoke shop at the subject location. This issuance preceded the City's smoke shop ordinance, which was adopted in 2022. Staff has determined that the existing store sales of tobacco products have become an ancillary sale and that the retail sales of these products.

In considering the request, the City Council must determine whether the issuance of the license will serve the public convenience or necessity.

Discussion

Staff has prepared the following list of facts that the City Council may find useful in determining whether issuance of the license at the DC Market would serve the public convenience or necessity:

1. DC Market has applied for a Type 21, which would allow the sale of beer, wine, and distilled spirits for off-site consumption.
2. The applicant is applying for a license to sell beer, wine, and distilled spirits at a premises that is in a district where a higher-than-average concentration of Type 21 licenses have been issued. State law requires that the ABC defer to the local governing body where the premises are located to determine whether the public convenience or necessity would be served by the issuance of the license.

3. There are a total of 14 crime reporting districts in Daly City. According to the Daly City Police Department, there was a total of one police report taken with the address of 6825 Mission Street listed. The date range searched for was from 01/01/2020 – 12/31/2024.
4. DC Market is located in the C-MU (Commercial Mixed-Use) zoning district, located on the east side of Mission Street between Gambetta Street and Eastlake Avenue, where retail stores are a permitted use. The surrounding area is characterized predominately by retail and residential uses.
5. The following are the uses within 1,000 feet of DC Smart Market that specifically attract and/or serve youth (see Attachment B – Uses That Attract or Serve Youth):
 - Marchbank Park, located at 10 South Parkview Avenue.
 - Jefferson High School, located at 6996 Mission Street
6. The Department of Alcoholic Beverage Control (ABC) allows up to three Off-Site license within census tract 6006. There are five current licenses issued within the census tract (see Attachment C – Existing Type 20 and 21 Licenses).
 - 7369 Mission Street – La Loma Produce, Daly City. The license was issued in 2008. This is a Type 20 license, allowing the sale of beer and wine only.
 - 6775 Mission Street – Daly City Market, Daly City. The license was issued in 2018. This is a Type 20 license, allowing the sale of beer and wine only.
 - 6843 Mission Street – Lucky, Daly City. The license was issued in 2023 as a Type 21 license, allowing the sale of beer, wine, and distilled spirits (hard alcohol).
 - 82 School Street – Brazilian Market, Daly City. The license was issued in 2024. This is a Type 20 license, allowing the sale of beer and wine only.
 - 6967 Mission Street – Smart & Final, Daly City. The license was issued in 2008 as a Type 21 license, allowing the sale of beer, wine, and distilled spirits (hard alcohol).

Summary

The City Council may desire to:

1. Deny the request that the public convenience or necessity would be served by the issuance of a Type 21 license to sell beer, wine, and distilled spirits at DC Market located at 6825 Mission Street; or
2. Find that persons living in Census Tract 6006 are not adequately served by the existing alcoholic beverage sales outlets and that the public convenience or necessity would be served by the issuance of a license for the off-sale of beer, wine, and distilled spirits by DC Market located at 6825 Mission Street.

Respectfully submitted,



Brian Paland
Assistant Planner



Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Site Location

Attachment B – Uses That Attract or Serve Youth

Attachment C – Existing Type 20 and 21 Licenses

ATTACHMENTS A, B, and C

