CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, July 28, 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.

AVAILABILITY OF PUBLIC RECORDS:

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

CALL TO ORDER

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:

ROLL CALL:

PRESENTATIONS:

1. Proclamation: Parks & Recreation Month, Recreation Commission

2. Proclamation: Pediatric Brain Tumor Research Awareness Month

APPROVAL OF MINUTES:

3. Regular Meeting of July 14, 2025

APPROVAL OF AGENDA:

4. Regular Meeting of July 28, 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:

5. Authorize the City Manager to Execute a License Agreement with the Daly City Dolphins Aquatics Club for the Use of Giammona Pool

6. Authorize Workers' Compensation Coverage for Public Safety Volunteers under Labor Code § 3363.5

7. Authorize the City Manager to Execute the Project Supplement for the Daly City Micromobility Pilot Project

8. Accept and Appropriate Local Shuttle Program Funds for the Daly City Bayshore Shuttle

9. Authorize the City Manager to Execute an Amendment to the Service Agreement for Roadway Medians and Rights-of-Way Landscape Maintenance Service with Loral Landscaping

10. Approve Notice of Completion for the City Hall Elevator Modernization and ADA Barrier Removal Project

11. Authorize Increase of Tow Service Fees for Daly City Police Department Contracted Tow Service Providers

END OF CONSENT AGENDA

RESOLUTIONS:

12. Designate Voting Delegate and Alternate for League of California Cities General Assembly

    STAFF: Leilani Ramos

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

13. Council Committee

14. City Council

15. Staff

ADJOURNMENT:

Proclamation

Parks and Recreation Month July 2025

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Daly City recognizes Parks and Recreation as an integral part of all communities throughout this country; and

WHEREAS, Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, the Department of Recreation Services is a leading provider of education, healthy meals, nutrition services, and encourages physical activities by providing space for popular sports, Fitness Courts, swimming pools, Older Adult activities and many other events designed to promote active lifestyles; and

WHEREAS, the Department of Recreation Services' programming and education activities, such as out-of-school time services, youth sports and life skills which includes job readiness, cooking classes and leadership experience, are critical to childhood development; and

WHEREAS, Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the City of Daly City's Department of Recreation Services fosters social and cultural experiences that cultivate a positive environment, inclusive of diverse populations, promoting understanding, equity, and a strong sense of community.

NOW THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and Members of the City Council of the City of Daly City, do hereby proclaim July 2025 as **PARKS AND RECREATION MONTH,** in the City of Daly City, and call upon all residents in the community to pay tribute to our Parks and Recreation professionals, and to recognize the substantial contributions they make to our community, health, safety, and quality of life.

Signed and sealed by the Mayor and City Council
of the City of Daly City, this 28th day of July 2025.

_____
Dr. Roderick Daus-Magbual, Mayor

_____
Glenn R. Sylvester, Vice Mayor

_____
Juslyn C. Manalo, Councilmember

_____
Pamela DiGiovanni, Councilmember

_____
Teresa G. Proaño, Councilmember

Proclamation

Pediatric Brain Tumor Research Awareness Month July 2025

WHEREAS, pediatric brain tumors are the leading cause of cancer-related death in children, creating an urgent need for continued scientific discovery, clinical innovation, and compassionate care; and

WHEREAS, the University of California, San Francisco (UCSF) is at the forefront of pediatric brain tumor research, leading groundbreaking efforts to better understand how the brain develops and to develop more effective, personalized treatments for children diagnosed with brain tumors; and

WHEREAS, researchers across the country are exploring critical areas such as the developmental biology of the brain, tumor migration in early embryonic stages, novel immunotherapies, and small molecule inhibitors to treat conditions like medulloblastoma and brainstem glioma; and

WHEREAS, the City of Daly City recognizes the vital importance of pediatric brain tumor research and proudly supports institutions and collaborative networks that advance medical breakthroughs and improve the quality of life for children and families facing these life-threatening diagnoses; and

WHEREAS, multi-institutional efforts such as the Pacific Pediatric Neuro-Oncology Consortium (PNOC) and the Children's Oncology Group (COG) are bringing together top hospitals and researchers to conduct clinical trials and deliver targeted therapies tailored to a child's unique tumor profile; and

WHEREAS, these collaborative, interdisciplinary efforts represent the best of scientific partnership and medical innovation, offering renewed hope to families and laying the foundation for a healthier future.

NOW THEREFORE, I, Dr. Roderick Daus-Magbual, Mayor, and Members of the City Council of the City of Daly City, do hereby proclaim July 2025 as **Pediatric Brain Tumor Research Awareness Month** and express our full support for continued investment in science, treatment, and advocacy that brings hope, healing, and better outcomes to children everywhere.

Signed and sealed by the Mayor and City Council
of the City of Daly City, this 28th day of July 2025.

_____
Dr. Roderick Daus-Magbual, Mayor

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Glenn R. Sylvester, Vice Mayor

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Juslyn C. Manalo, Councilmember

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Pamela DiGiovanni, Councilmember

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Teresa G. Proaño, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
JULY 14, 2025

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 7:01 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
Dr. Roderick Daus-Magbual, Mayor
Glenn R. Sylvester, Vice Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Teresa G. Proaño

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

APPROVAL OF MINUTES:

Regular Meeting of June 23, 2025

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of June 23, 2025.

APPROVAL OF AGENDA:

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

ORAL COMMENT:

Kathryn Tekulve, General Manager of Republic Services, provided an update regarding the work stoppage involving Republic Services Teamsters in Daly City, resulting from union employees' decision to refuse crossing a picket line in solidarity with their colleagues in Manteca. Kathryn outlined measures taken by Republic Services to address the work stoppage, such as prioritizing service for essential businesses, deploying experienced support crews to reinforce operations, delivering service updates to customers through multiple communication channels, establishing drop boxes for residential waste at two designated locations, and conducting residential recovery efforts.

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.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to approve the consent agenda, except for items 3, 6 and 8 which were pulled for discussion.

Resolutions:

Accept and Appropriate Grant from County of San Mateo Aging and Disabilities Services for Fiscal Year 2025-2026 Congregate Nutrition Program

Director of Recreation Services Denise Brown presented a report on the program aimed at promoting the physical and mental well-being of older adults and individuals with disabilities by providing nutritious meals and activities that encourage socialization.

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

Resolution 25-106, Accepting a Grant from the San Mateo County Aging and Disabilities Services Department and Authorizing Appropriation of Grant Funds (Congregate Nutrition Program)

Accept and Appropriate Notice of Completion for the Civic Center North Human Resources Tenant Improvements Project

Resolution 25-107, Accepting Completion of Certain Project in the Department of Public Works (Civic Center North Human Resources Tenant Improvements)

Approve Negotiation Agreement (ENA) with the Olympic Club Regarding Improvements to Westlake Park

Resolution 25-108, Approving Exclusive Negotiation Agreement between the City of Daly City and the Olympic Club Regarding Proposed Improvements to Westlake Park

Appropriate and Amend the City Manager's Authority for the Mussel Rock Stability Project

Director of Public Works Richard Chiu proposed reallocating $1.3 million from previously approved projects to support the Mussel Rock Stability Project. Additionally, $1.5 million will need to be appropriated from unrestricted funds. Chiu responded to inquiries about the projects from which the funding would be reallocated, provided updates on the project site, and clarified whether the area is classified as a Superfund site. City Manager Piccolotti reported that staff members are actively pursuing grants and other funding opportunities for the site and are working to secure the landfill area to facilitate necessary future work.

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

Resolution 25-109, Authorizing Amendment to the City Manager's Contract Authority, Execution and Award of Contract/Change Orders and Appropriation and Reallocation of Funds for the Mussel Rock Stability Project

Approve Memorandum of Agreement with City and County of San Francisco for Funding, Construction, and Operation of the Vista Grande Drainage Basin Improvement Project

Resolution 25-110, Approving Memorandum of Agreement between the City of Daly City and County of San Francisco for Funding, Construction and Operation of the Vista Grande Drainage Basin Improvement Project

Authorize the City Manager to Execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Daly City Safe Routes to School Project

Director Chiu provided the staff report to execute an agreement with Kimley-Horn for $342,611.12 for the Daly City Safe Routes to School Project and addressed questions regarding the areas included in the safe routes project.

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

Resolution 25-111, Authorizing Execution of Professional Services Agreement for Engineering Design Services with Kimley-Horn and Associates, Inc. for the Daly City Safe Routes to School Project

Check Registers

Check Registers for the Month of June 2025

ORDINANCES:

Second Reading, Ordinance No. 1483, Repealing and Replacing Chapter 5.104 of the Daly City Municipal Code Re: Commercial Cannabis Regulations

City Attorney Zimmerman clarified the ordinance concerning business licensing and equity issues related to commercial cannabis. Zimmerman made a distinction between this ordinance and the zoning ordinance, which will be revisited at a future City Council meeting. The Council discussed the ordinance, focusing on the implementation of an equity program, the various types of cannabis businesses it would encompass, and acknowledged the efforts of the Cannabis Council Committee, Economic Development Specialist Manio, and their consultant.

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried by the following roll call vote to adopt the ordinance.

Ayes:	Manalo, Proaño, Sylvester, Daus-Magbual
Abstained:	DiGiovanni

Ordinance 1483, Repealing and Replacing Chapter 5.104 of the Daly City Municipal Code Re: Commercial Cannabis Regulations

Councilmember DiGiovanni expressed support for equity and second chances, but for businesses not involved in the cannabis industry.

REPORTS:

Council Committee

San Mateo County Mosquito & Vector Control District (Sylvester)
Peninsula Clean Energy (PCE) (Daus-Magbual)

Council

Councilmember DiGiovanni reported attending the following events: the Build A Dream scholarship fundraising event at Doelger Center featuring performances, music and food, recognizing Director Brown, the Recreation staff, and the volunteers for their work; and the informative Daly City History Guild walking tour guided by President Weinberger. DiGiovanni noted the difficulty seniors faced in finding a parking space during the tour and suggested that guest parking permits be issued to those coming to visit the museum.

Councilmember Manalo reported attending the following events: the "despidida" (farewell) for Vice Consul Baccay from the Philippine Consulate, along with community members; the Filipino Women's Network's Meet the Authors event for the DISRUPT book series, which celebrates Filipino women in leadership roles and where Manalo was a speaker; the Magnolia ice cream tasting, an event highlighting long-standing business Ramar Foods, along with Vice Mayor Sylvester and his wife; the SF Pride Parade with Mayor Lurie during Pride weekend; and the Safe Transit press conference and rally advocating for a crucial regional tax measure that supports Daly City, a community heavily reliant on public transportation. Manalo shared updates on the next phase of Bay Wheels in Daly City, acknowledging C/CAG and BPAC for their hard work, as she is a C/CAG board member. Manalo wished Patio Filipino a happy 20th anniversary, congratulating resident and owner Tito Gonzalez and his wife on the milestone. Manalo expressed excitement about featuring different small businesses at the City Hall kiosk, with the first pop-up business launching on July 15th. Manalo congratulated Vice Mayor Sylvester and wife Nida, wishing them a happy 50th anniversary.

Vice Mayor Sylvester reported attending the following events: the Build A Dream event in Westlake alongside Councilmember DiGiovanni, acknowledging Director Brown; and the ice cream tasting by Ramar Foods, thanking Assistant to the City Manager Ramos and Economic Development Specialist Manio for the invitation, as well as the Daly City staff for their efforts. Sylvester suggested the Bepler St. lot as a convenient parking option for those wishing to participate in the History Guild's walking tour.

Mayor Daus-Magbual reported on the successful Career Exploration Day at City Hall, a joint effort between Kapwa Kultural Center (KKC) and Youth Empowerment, Entrepreneurship, and Employment (YEEE!) Program, acknowledging the contributions of students, Dr. Yu, Chel Gilla, Marcel Valdez, Gracia Najera, John Penacerrada and Shakeel Ali. Dr. Daus-Magbual noted ongoing ICE raids and provided information on community resources, including free legal clinics by the API Legal Outreach and the City, encouraging residents to register online through the City's social media channels. He provided the number for the San Mateo County Rapid Response Hotline (203-666-4472) as another resource for residents' rights. Dr. Daus-Magbual invited the community to attend the Samoa & American Samoa Flag Raising Ceremony at City Hall on July 26th, from 12 PM – 1:30 PM.

Councilmember Manalo acknowledged staff for looking at creative solutions in response to the waste collection work stoppages and noted two drop-off locations for residents to dispose of their waste. Manalo conveyed residents' requests for postings about the stoppage to be multilingual, and noted the City is diligently working with Republic Services to offer options and resources.

Vice Mayor Sylvester noted Daly City Republic Services employees are taken care of and are standing in solidarity with their union colleagues outside the City. Sylvester thanked City Attorney Zimmerman for her letter and the measures that were taken to assist constituents. Sylvester concurred with Councilmember Manalo's request for posting information in different languages, and acknowledged staff for keeping the Council apprised about the situation.

Staff

City Manager Piccolotti announced that notices regarding Republic Services have been posted in multiple languages as of today.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 8:42 PM in memory of the flooding victims who perished near the Guadalupe River and the 160 individuals who are still missing in Texas, as well as the following individuals - Jhony Ernesto Ramos, Joel Jeremias Melendez, Jesus Manaces Ramos, Carlos Javier Rogriguez-Mora, Neil Justin Li, Angel Matthew Voller, Christopher Goltiao Bocog, Rosario Cuejilo Dantes, Joyce A. Arata, Felipa "Fely" Santiago Perez, Epifania Santos Soto, Leslie "Les" Robelo Rogamos, and Antoinette Navarro Declaro.

Approved as submitted, this 28th day of July, 2025.

Dr. Roderick Daus-Magbual
Mayor

City Clerk

City Council Agenda Report

Item #_____

Meeting Date: July 28, 2025

Subject: Authorize the City Manager to Execute a License Agreement with the Daly City Dolphins Aquatics Club for the Use of Giammona Pool

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute a Use Agreement with the Daly City Dolphins Aquatics Club for the use of the Giammona Pool located on the campus of Westmoor High School. The term of the proposed agreement is July 1, 2025 through June 30, 2028.

Background

The Daly City Dolphins Aquatics Club was established in 1975 through the Daly City Parks and Recreation Department and originally operated out of the Giammona Pool at Westmoor High School. By the late 1990s, the original pool had deteriorated and was ultimately demolished.

In 2010, the City of Daly City and the Jefferson Union High School District jointly funded and opened the new Giammona Pool. At this time, the Dolphins paid $2,000 per month, despite utilizing most of the City's allocated pool hours (60%).

A new use agreement, approved by the City Council on January 9, 2012, gradually increased the monthly fee from $2,000 to $4,400, totaling $52,000 annually. This cost became unsustainable for the Dolphins, prompting new negotiations in 2014. After 18 months of discussion, a revised three-year agreement (FY2016 – FY2019) was approved by the City Council on July 11, 2016.

In early 2019, staff-initiated renewal discussions. Both parties agreed to continue under the existing terms, with the Dolphins requesting an extension of the agreement from three years to five.

Over the past five years, several adjustments were made to the Dolphins' scheduled hours, days and lane usage. These changes were due to pandemic-related restrictions, modifications in the Jefferson Union High School District bell schedules and updates to the Westmoor High School swim team's practice times. All changes were made by mutual consent of both the Dolphins and the Department of Recreation Services.

Discussion

In FY2025 the Dolphins have paid $3,940 per month for the use of specified lanes in the pool during specified hours. As stated above, the term of the proposed agreement is July 1, 2025 through June 30, 2028. Under the terms of the proposed agreement, the Dolphins would pay the City of Daly City $4,054 per month for the period covering July 1, 2025 through June 30, 2026, for an annual total of $48,648, plus an additional $3,400 per swim meet hosted by the Daly City Dolphins. The monthly rate will increase each July 1 through the term of the agreement, based on the Consumer Price Index, San Francisco Area as reported by the United States Department of Labor, Bureau of Labor Statistics, from the prior calendar year, not to exceed 5% in any given year of the agreement.

Under the terms of the proposed agreement, the Dolphins will have the same access to the pool as they currently have, described in Exhibit A.

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

Respectfully submitted,

Denise Brown
Director of Recreation Services

Romeo Benson
Recreation Services Manager

SWIMMING POOL USE AGREEMENT
BETWEEN THE DALY CITY DOLPHINS AQUATICS CLUB
AND THE CITY OF DALY CITY

This swimming pool use agreement ("Use Agreement") is made and entered into as of the 1st day of July, 2025, by and between the Daly City Dolphins Aquatics Club (the "DCD") and City of Daly City, a California municipal corporation (the "City of Daly City") for the use of the Giammona Swimming Pool located on the campus of Westmoor High School, 131 Westmoor Avenue, Daly City, California.

WHEREAS, the City of Daly City maintains joint use with the Jefferson Union High School District of an indoor swimming pool located at 131 Westmoor Avenue, Daly City, California, (the "Pool") that contain facilities conducive to hosting and holding competitive and recreational swimming events; and

WHEREAS, the DCD desire to use the Pool for training and meets for its swimming team.

NOW, THEREFORE, in consideration for the use of the Pool and of the mutual· covenants and agreements herein set forth, the DCD and City of Daly City agree as follows:

1. Use. The City of Daly City agrees to allow the DCD to use the Pool during the Term of this Use Agreement on those dates and times agreed upon and listed on Exhibit A and as set forth below (which may change from time to time by mutual consent of both parties).

From January 2026 through May 2026, and potentially January 2027 through May 2027, please refer to Exhibit B for possible schedule adjustments. The City of Daly City has been notified by the Jefferson Union High School District that, due to planned construction on the Jefferson High School swimming pool, their swim team will be given weekday use of the Giammona Swimming Pool. As a result, the City's approved weekday pool time may be reduced during these periods.

A) Storage at the Giammona Swimming Pool shall include two (2) racks and one (1) storage shed in the storage room. DCD members and staff will not have access to the City's office.

B) The entire swimming pool facility shall be utilized for swim meets not more than two (2) weekends (Saturday and Sunday) annually.

C) Access to the Giammona Pool facility for DCD’s coaches, staff, team members, and parents begins at least 15 minutes prior to the scheduled start of practice.

D) Access to the classroom for meetings and team fittings is limited to 20 times a year, subject to availability. Reservations for the classroom must be made no

less than two weeks in advance.

E) DCD coaches and staff are authorized to utilize one display case in the lobby for official announcements and promotional materials.

F) Schedule changes may occur due to unforeseen circumstances, such as adjustments to school district calendars, Westmoor High School swim meets, and other factors beyond the City's control. While the number of lanes allocated will remain the same, any changes to the schedule will be made by mutual agreement between both parties.

2. **Term.** Subject to the terms and conditions of this Use Agreement, the use granted in Section 1 above shall commence on July 1, 2025 ("Commencement Date") and shall continue until and expire on the date, June 30, 2028 (the "Termination Date"). Both the City of Daly City and the DCD agree that each party has the unrestricted right to terminate, revoke or otherwise cancel this Use Agreement upon ninety (90) days prior written notice of such intent.

3. **Fees.** The DCD will provide payment to the City of Daly City for the term of the Use Agreement as follows:

A) Monthly fee for the use of the Pool to conduct training sessions on weekdays/weekends from Monday through Sunday:

i) July 1, 2025 - June 30, 2026: $4,054 per month

ii) July 1, 2026 - June 30, 2027: $4,054, plus an annual percentage increase not to exceed 5% based on the Consumer Price Index, San Francisco Area as reported by the United States Department of Labor, Bureau of Labor Statistics, for the calendar year 2025.

iii) July 1, 2027 - June 30, 2028: an amount equal to the amount assessed for the monthly payment between July 1, 2026 and June 30, 2027, plus an annual percentage increase not to exceed 5% based on the Consumer Price Index, San Francisco Area as reported by the United States Department of Labor, Bureau of Labor Statistics, for the calendar year 2026.

B.) Swim meet fees shall be $3,400 per occurrence for the term of this agreement, inclusive of the cost to the City of Daly City for lifeguards, custodial support, custodial supplies and partial lost program revenue.

C.) All payment of fees shall be paid within Fifteen (15) days of the date of each invoice to the following address:

Department of Recreation Services
Attention: Aquatics
111 Lake Merced Boulevard, Room 9
Daly City, CA 94015

4. **Damage to Pool.** The DCD shall reimburse the City of Daly City for the costs to repair any damage to the Pool caused by any affiliate of the Dolphins, including teams or clubs competing in meets hosted by the DCD.

5. **Compliance with all Safety Procedures.** The DCD shall ensure that it follows all applicable safety procedures during its use of the Pool including, but not limited to, directly hiring and employing qualified coaches and certified lifeguards, providing safety equipment, and enforcing the occupancy of the Pool and the entire facility to not exceed 479 persons during swim meets. The DCD will provide at least one coach fully and currently certified in American Red Cross Lifeguarding on the swimming pool deck at all times during its use of the Pool. In addition, the DCD will provide one paid employee to supervise the inside of the Restroom Facility during all swim meets. Public Rules and Regulations for the use of the Pool are listed on Exhibit C.

6. **Miscellaneous.**

A.) This Use Agreement excludes advertisement in the Department of Recreation Services Activity Guide. Advertising is based on availability and can be separately purchased at a fee established in the City Council adopted fees and charges resolution.

7. **Indemnity and Hold Harmless.** The DCD shall (and hereby agree to) indemnify, defend and hold harmless the City of Daly City and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") to the extent arising during the term of this Use Agreement and in any way relating to the Uses in Paragraph I or any other use of the Pool. The provisions of this Paragraph 7 shall survive: the termination of this Use Agreement to the extent that any Claims arise or accrue with respect to the period from the Commencement Date to and through the Termination Date.

8. Insurance. The DCD shall maintain a policy of general liability insurance to insure against all claims for injuries to persons attending or participating in the DCD sponsored aquatic programs occurring in or around the Pool. Said liability policy shall have

limits of not less than One Million Dollars ($1,000,000) for injuries per person and Five Million Dollars ($5,000,000) per occurrence. The policy must include the City of Daly City, its officers, employees, agents, successors and assigns as additional insureds. A Certificate of Insurance and corresponding Endorsement naming the City of Daly City as additional insured shall be submitted to the City for review and must be approved by the City Attorney's Office prior to the commencement of this Agreement.

The DCD shall further obtain a policy from Jefferson Union High School District, which shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and liability assumed under an insured contract. The policy must endorse the City of Daly City, its officers, employees, agents, successors and assigns as additional insureds. The City of Daly City should receive a copy of the policy once the agreement is accepted via a City Council meeting.

9. **Applicable Law. This Use Agreement** shall be governed by the laws of the State of California, and any questions arising hereunder shall be construed and determined according to such laws.

10. **Entire Agreement.** This Use Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by both parties. No waiver by any party or any breach hereunder shall be deemed a waiver of any other subsequent breach.

11. **Assignment.** The DCD shall have no right to assign, sublicense or otherwise transfer its rights hereunder.

A) Private one-on-one instruction or similar activities are permitted, provided they occur within the agreed-upon DCD scheduled time, are conducted by DCD staff, the DCD uniform is worn in the water, instruction is limited to DCD members only, and the City is informed in advance.
B) Seminars or similar activities are permitted, provided they occur within the agreed-upon DCD scheduled time, instruction is limited to DCD members only, and the City is informed in advance.

12. **Notices.** All notices that may be or are required to be given by either party to the other hereunder shall be in writing. All notices hereunder shall be sufficiently given, made or delivered if served personally or by certified or registered mail, postage prepaid, addressed as follows:

Daly City Dolphins Aquatics Club
Attention: Club President
Post Office Box 2881
Daly City, CA 94015

Department of Recreation Services
Attention: Aquatics
111 Lake Merced Boulevard, Room 9
Daly City, CA 94015

13. **Signs.** The DCD may not place any temporary signs upon the Pool property without the prior and express written approval of the City of Daly City.

14. **Parking.** This agreement does not extend to the parking lot adjacent to the pool facility.

15. **Non-Exclusive:** This Use Agreement is not exclusive, and the City of Daly City reserves the right to use or permit others to use any part of the Pool for any purpose as long as such use does not unreasonably interfere with any of the uses agreed upon in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Use Agreement as of the day and year first above written.

CITY OF DALY CITY:
A California Municipal Corporation:

_____
Thomas J. Piccolotti
City Manager

DALY CITY DOLPHINS:

_____
Jonathan Lee
President

EXHIBIT A - CURRENT SCHEDULE

Number of Lanes to be Used by Daly City Dolphins Weekly

Lane usage per 30 minute duration

WINTER/SPRING - Feb - May								
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
1230-100PM	--	--	--	--	--	5	5	10
100-130PM	--	--	--	--	--	5	5	10
130-200PM	--	--	--	--	--	5	5	10
200-230PM	--	--	--	--	--	5	5	10
230-200PM	--	--	--	--	--	--	--	--
300-330PM	--	--	--	--	--	--	--	--
330-400PM	--	--	--	--	--	--	--	--
400-430PM	--	--	--	--	--	--	--	--
430-500PM	--	--	--	--	--	--	--	--
500-530PM	--	--	--	--	--	--	--	--
530-600PM	--	--	--	--	--	--	--	--
600-630PM	7	7	7	7	7	--	--	35
630-700PM	7	7	7	7	7	--	--	35
700-730PM	7	7	7	7	7	--	--	35
730-800PM	7	7	7	7	7	--	--	35
								180

SUMMER - Jun - Aug						
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
300-330PM	--	--	--	--	--	--
330-400PM	--	--	--	--	--	--
400-430PM	9	9	9	9	9	45
430-500PM	9	9	9	9	9	45
500-530PM	7	7	7	7	7	35
530-600PM	7	7	7	7	7	35
600-630PM	7	7	7	7	7	35
630-700PM	7	7	7	7	7	35
700-730PM	--	--	--	--	--	--
						230

FALL - Sep - End of January						
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
300-330PM	--	--	--	--	--	--
330-400PM	--	--	--	--	--	--
400-430PM	9	9	9	9	9	45
430-500PM	9	9	9	9	9	45
500-530PM	7	7	7	7	7	35
530-600PM	7	7	7	7	7	35
600-630PM	7	7	7	7	7	35
630-700PM	7	7	7	7	7	35
700-730PM	--	--	--	--	--	--
						230

EXHIBIT B - DURING JEFFERSON HIGH SCHOOL POOL CONSTRUCTION

Number of Lanes to be Used by Daly City Dolphins Weekly in the School Years 2526 & 2627

Lane usage per 30 minute duration

WINTER/SPRING - Feb - May								
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
1230-100PM	--	--	--	--	--	5	5	10
100-130PM	--	--	--	--	--	5	5	10
130-200PM	--	--	--	--	--	5	5	10
200-230PM	--	--	--	--	--	5	5	10
230-300PM	--	--	--	--	--	--	--	--
300-330PM	--	--	--	--	--	--	--	--
330-400PM	--	--	--	--	--	--	--	--
400-430PM	--	--	--	--	--	--	--	--
430-500PM	--	--	--	--	--	--	--	--
500-530PM	--	--	--	--	--	--	--	--
530-600PM	--	--	--	--	--	--	--	--
600-630PM	--	--	--	--	--	--	--	--
630-700PM	7	7	7	7	7	--	--	35
700-730PM	7	7	7	7	7	--	--	35
730-800PM	7	7	7	7	7	--	--	35
800-830PM	7	7	7	7	7	--	--	35
								180

Exhibit C

Giammona Pool Rules and Regulations

Enforcing facility rules and regulations and educating patrons about them is a significant component of your primary responsibility as a lifeguard, ensuring patron safety and to protect lives. The following rules and regulations are to be understood by patrons, Daly City Dolphins team members, and Aquatics staff from the City of Daly City.

It is our primary duty to protect the health, welfare, and safety of all pool patrons at all times. All pool safety rules must be followed at all times.

A. Lifeguards are in absolute control of all patrons using the facility.
B. Lifeguards have the authority to ask a patron to leave the facility if that patron is engaging in unwholesome, unsanitary, or unsafe behavior.
C. Patrons must pass a swim test before being allowed in the deep end of the pool.
D. Patrons must enter the shallow end of the water, feet first at all times.
E. Diving is not permitted in the shallow end of the pool.
F. Only paid patrons are allowed on the pool deck.
G. Children 6 years and under, or any child not proficient in the water, must be accompanied by a parent or guardian 16 years or older.
H. A lifeguard must be present when swimmers are in the pool. No solo swimming will be permitted at any time regardless of age or ability.
I. Pool patrons are expected to treat pool equipment with care and to respect the authority of the pool staff.
J. Running and general rough-housing are not allowed on the deck or in the water.
K. Hanging or climbing on lane lines, ropes, pool ladders, or starting blocks is not permitted.
L. The pool may be closed anytime for the safety and wellbeing of patrons.
M. Glassware is not permitted in the facility at anytime.
N. Intoxicants are not permitted. The pool staff reserves the right to exclude any person appearing to be under the influence of drugs or alcohol.
O. No smoking, eating, drinking, or gum chewing is allowed in the pool, locker rooms or on the pool deck. Food and drinks are acceptable in the balcony and classroom.
P. Keep all floatation devices away from the edges of the pool.

Recreation Swim

A. All patrons are expected to stay in the shallow end unless the patron passes the swim test.
B. Children under 48" tall must be accompanied by a guardian at all times while in or around the pool unless the child can pass the deep end swim test.
C. Swimmers have the right of way. Divers entering the water must make certain that no one is in front of them.
D. Flotation devices, lifejackets, beach balls, inner tubes, tempered glass masks, fins and snorkels must be approved for use in recreational swimming. Flotation equipment is only permitted if a child is accompanied by a guardian in the water.
E. Diving is only permitted in the designated area of the deep end (approved by the Senior Guard) or with an instructor. When diving, keep your arms stretched out in front to protect your head.
F. Slide Rules
    - Do not slide down headfirst.
    - Wait behind the line until the lifeguard permits you to go.
    - Swim away from the slide as soon as you enter the water.
G. Tube Rules
    - Only one person to a tube. Only two people are allowed on a two-person tube.
    - Standing on the tube is prohibited.

Therapy Pool

A. The therapy pool will be open to the public during recreational swim. Special arrangements can be made for persons with a disability to use the therapy pool at other times.
B. Children under the age of 6 years are not allowed in the therapy pool unless accompanied by a guardian and with a lifeguard on duty.
C. Children 6 years and older are allowed in the hot tub with a lifeguard on duty.
D. Patrons should limit their stay to 15 minutes at a time.
E. A roaming guard will check the therapy pool every 5-10 minutes.
F. Pregnant women and the elderly should consult their doctor before using a hot tub.
G. Do not use the hot tub if you have a medical condition without discussing it with your doctor first.
H. Swimming is not allowed in the therapy pool.

Lap Swim Etiquette

A. Children 10 years and younger must have a paying and swimming adult with them.
B. Number of lanes will be designated by the Senior Guard.
C. Laps must be the length of the lane.
D. No rough-housing or horse play in lap swim lanes.
E. Each swimmer must swim in the appropriate lane according to the speed cone for each lane. All swimmers must be capable of swimming at least one lap.
F. Swimmers have the right of way. Divers entering the water must make certain that no one is in front of them.
G. Always enter the water feet first
H. Two swimmers should split the lane, each swimmer swimming in one side of the lane.
I. With three or more swimmers present, all should circle swim swimming counter clockwise.
J. There should only be a maximum of six swimmers per lane.

Dress Code

A. Street clothing, shorts, shirts, tank tops, and suits with metal buttons or zippers are not permitted on the deck or in the water.
    - Swimmers must wear proper bathing suits which include swimming shorts, rash guards.
    - Children who are not potty trained must wear swimming diapers.
    - Patrons must wear appropriate attire for a family environment.
B. Slippers are the only type of footwear allowed on deck
C. Only flat jewelry is acceptable in the pool.

Locker Rooms

A. Females are NOT allowed in the men's locker room unless female is 6 years and younger and accompanied by a male parent/guardian.
B. B, Males are NOT allowed in the women's locker room unless male is 6 years and younger and accompanied by a female parent/guardian.
C. Parents have the option to dress their child in the lobby bathroom.
D. All patrons must shower before entering the pool
E. Combination type locks must be used on all lockers.
F. Any locks left during closing will be removed.
G. The City of Daly City is not responsible for lost or stolen items.

Meeting Date: July 28, 2025

Subject: Authorize Workers' Compensation Coverage for Public Safety Volunteers under Labor Code § 3363.5

Recommended Action

Staff recommends that the City Council adopt the attached resolution to authorize worker's compensation coverage for public safety volunteers under to California Labor Code § 3363.5.

Background/Discussion

California Labor Code § 3363.5 permits public agencies to provide workers' compensation coverage to individuals who perform voluntary services for the agency, without pay, when a resolution has been adopted by the governing body. Adoption of the attached resolution will ensure that volunteer Chaplains, Police Explorers, Reserve Police officers and any other public safety volunteers are covered by the City's workers' compensation policy when acting within the scope of their authorized responsibilities.

The Police Department is in the process of formally onboarding volunteer police chaplains who will assist officers and community members in times of crisis and provide emotional and spiritual support to Department personnel. These chaplains are expected to perform fieldwork, attend critical incidents, and ride along with officers during shifts. Providing this coverage is essential given the chaplains' direct involvement in field-based, high-risk, and emotionally sensitive operations.

Workers' Compensation coverage is also crucial for Police Explorers, Reserve Police Officers and other public safety volunteers. The Police Department also have a Police Explorer Program to engage young community members, ages 14-21 who volunteer within the police department to gain firsthand experience in law enforcement. Explorers participate in ride-along, assist at community events, and support department functions while receiving training and mentorship to develop leadership skills.

Reserve Police Officers are designated sworn volunteers who serve the Department in an official law enforcement capacity. They perform duties including patrol, traffic enforcement, prisoner transport, and investigations, but do so on a volunteer basis.

Other public safety volunteers provide support to the Police Department and may assist with community outreach programs, support special events and participate in administrative functions that enhance departmental efficiency and engagement.

While the volunteers serve without compensation, extending workers' compensation benefits aligns with best practices and reduces liability exposure for the City.

Fiscal Impact
Minimal fiscal impact is expected. Any increase to the City's workers' compensation premium is anticipated to be negligible, given the limited number of chaplain volunteers, police explorers and any other public safety volunteers and the low frequency of injury incidents in such roles.

Summary/Conclusion
Staff recommends that the City Council adopt the attached resolution to provide workers' compensation coverage to volunteer Police Chaplains, Police Explorers, Reserve Police Officers and any other public safety volunteers pursuant to California Labor Code § 3363.5.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Natalie Sakkal
Director of Human Resources

Attachment
DRAFT Resolution Providing Worker's compensation Coverage for Public Safety Volunteers

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY, CALIFORNIA, TO AUTHORIZE WORKERS' COMPENSATION COVERAGE FOR PUBLIC SAFETY VOLUNTEERS PURSUANT TO LABOR CODE § 3363.5

WHEREAS, California Labor Code § 3363.5 permits public agencies to elect, by resolution, to provide workers' compensation coverage to individuals who perform voluntary services for the agency, without pay, when such services are authorized by the agency; and

WHEREAS, the Daly City Police Department utilizes various categories of volunteers, including volunteer Police Chaplains, Police Explorers, Reserve Police Officers, and other public safety volunteers to support law enforcement and community functions; and

WHEREAS, Police Chaplains provide critical emotional and spiritual support to officers and community members during incidents and while embedded in Department activities, including fieldwork and critical response; and

WHEREAS, Police Explorers are youth volunteers aged 14 to 21 who assist the Department during events, participate in ride-alongs, and support operations while gaining mentorship and training in law enforcement; and

WHEREAS, Reserve Police Officers are designated sworn volunteers who perform enforcement-related functions such as patrol, prisoner transport, and investigations; and

WHEREAS, other public safety volunteers contribute to the Police Department by supporting community outreach efforts, assisting with special events, and participating in administrative projects that enhance operational effectiveness and strengthen community engagement;

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

1. Election of Coverage. Pursuant to California Labor Code § 3363.5, the City Council elects to provide workers' compensation coverage to Police Chaplains, Police Explorers, Reserve Police Officers, and other public safety volunteers while performing duties authorized by the Police Department.

2. Scope of Coverage. Such volunteers shall be deemed employees solely for workers' compensation purposes while performing authorized services.

3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2025.

DRAFT

City Council Agenda Report

Item # _____

Meeting Date: July 28, 2025

Subject: Authorize the City Manager to Execute the Project Supplement for the Daly City Micromobility Pilot Project

Recommended Action

Staff recommends that the City Council:

1. Accept and Appropriate $200,000 in Measure W funds from the San Mateo County Transportation Authority for the Daly City Micromobility Pilot Project;

2. Appropriate $20,000 in unallocated Measure A funds as a local match to fund the project; and

3. Authorize the City Manager, or his designee, to execute the Project Supplement and other documents necessary for this project.

Background

On June 10, 2024, San Mateo County Transportation Authority (SMCTA) issued a Call for Projects for Pedestrian and Bicycle Program funds. The goal of the program is to fund projects that improve bicycling and pedestrian accessibility and safety in San Mateo County. The proposed project should encourage more residents to participate in active transportation and thereby reduce auto trips and congestion. A total of approximately $19 million is available for this cycle of the Pedestrian and Bicycle Program, which covers Fiscal Years 2025 and 2026.

Applications for the Pedestrian and Bicycle Program were due to the SMCTA on August 30, 2024. The Pedestrian and Bicycle Program is a combination of sales tax collected under the Countywide Measure A and Measure W Sales Tax Programs. A minimum of 10% local match must be provided for projects or a reduced minimum of 5% local match for projects based in an approved equity priority zone.

Staff identified a project to be eligible for the grant funding and prepared an application for the Daly City Micromobility Pilot Project. City staff have been working with City/County Association of Governments of San Mateo County (C/CAG) and Metropolitan Transportation Commission (MTC) on possibly expanding the Bay Wheels bikeshare project to Daly City. The bikeshare project is a network of shared bikes available as a quick and convenient option for short, one-way trips. It will provide residents an affordable, convenient and sustainable transportation option that reduces vehicle miles traveled while connecting residents across neighborhoods. The Bay Wheels pilot project will include up to 80 ebikes and up to 10 stations at no initial cost to Daly City. The grant application requested $200,000 in funding with an additional $20,000 provided by the City in local matching funds for the Daly City Micromobility Pilot Project.

Discussion

On December 15, 2024, the SMCTA programmed and allocated $200,000 of Measure W funds for the Project. The City committed to providing $20,000 of local funding match. In order to secure the Measure W grant funds, the City needs to execute a Project Supplement with SMCTA.

MTC is the contract manager of the bikeshare vendor and will be responsible for the initial capital costs. C/CAG will cover the operating costs for the first year of the bikeshare project. The grant funds the City received will cover the annual operations for the second year of the bikeshare project.

Fiscal Impact

The grant funds will cover the annual operations of the bikeshare project during Year 2 (July 2026 to June 2027). The $20,000 local match will be provided by unallocated Measure A local funds.

This action will appropriate $200,000 of Measure W funds and appropriate $20,000 in unallocated Measure A funds to fund the operations of the Daly City Micromobility Pilot Project.

Summary/Conclusion

Staff recommends that the City Council:

1. Accept and Appropriate $200,000 in Measure W funds from the SMCTA for the Daly City Micromobility Pilot Project;

2. Appropriate $20,000 in unallocated Measure A funds as a local match to fund the project; and

3. Authorize the City Manager, or his designee, to execute the Project Supplement and other documents necessary for this project.

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:
1. San Mateo County Transportation Authority & City of Daly City Project Supplement No. 2

San Mateo County Transportation Authority & City of Daly City
Project Supplement No. 2

SECTION A: Primary Agreement

The San Mateo County Transportation Authority (TA) and City of Daly City (Sponsor) entered into a Primary Grant Agreement on _April 30_____, 2025__ (Primary Agreement).

This Project Supplement is entered into on _____ 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 ☐ Highways ☐ Local Streets/Transportation ☐ Grade Separations ☐ Pedestrian and Bicycle ☐ Alternative Congestion Relief Programs	☐ Countywide Highway Congestion Improvements ☐ Local Safety, Pothole & Congestion Relief Improvements – Local Investment Share ☐ Local Safety, Pothole & Congestion Relief Improvements – Grade Separation ☐ Bicycle and Pedestrian Improvements ☐ Regional Transit Connections ☒ Transportation Demand Management Programs

Program Subcategory (if applicable): Competitive - Mid/Large Jurisdictions

Project: Daly City Micromobility Pilot

Scope of Work: Annual operation costs of the bikeshare project

Scope of Work Costs: $200,000

DRAFT

TA Technical Assistance (if applicable): N/A

Date Funding Programmed: December 5, 2024

Date Funding Allocated: December 5, 2024

Applicable Resolutions (attached): SMCTA Resolution 2024-23 and Daly City City Council Resolution 24-135

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: Matching Funds

Sponsor will contribute, or provide for the contribution of, the entire amount in excess of $200,000 needed to complete the Scope of Work and must provide at least 9.1% pro rata share of the Scope of Work Costs.

SECTION D: Description of Scope of Work

Sponsoring Agency: City of Daly City

Contact: Richard Chiu
Director of Public Works
(650) 991-8064
rchiu@dalycity.org

Lead/Implementing Agency: Metropolitan Transportation Commission

Contact: Laura Krull
Principal - Bikeshare Manager
(415) 778-6629
lkrull@bayareametro.gov

Project Description and Scope of Work:

The proposed project expands the existing Bay Wheels program into Daly City and provides residents an affordable, convenient and sustainable transportation option that reduces vehicle miles traveled while connecting residents across neighborhoods. By making micromobility available to residents in Daly City, the project will provide congestion relief on crowded corridors and serve as a valuable first and last mile complement to transit. The effort would include up to 80 bikes and up to 10 stations.

Daly City has been working with MTC and C/CAG on the expanded program for the first year of operation. The grant request would be utilized to pay for the second year of the pilot bikeshare program in Daly City.

This Project Supplement No. 2 provides funding for the completion of the operations phase of the Project.

Scope of Work Schedule:

	Begin	End
Operations	07/2025	06/2027

Scope of Work Budget/ Source of Funding:
Include funding plan for the Scope of Work defined above, including use of TA Technical Assistance if applicable

Phase	Measure A/W Funding Amount	Other Sources*		Total
		List Fund Source	Amount	
Operations	$200,000	Local Match	$20,000	$220,000
TA Technical Assistance, if applicable				
Total:	$200,000		$20,000	$220,000

* The other fund sources are provided for informational purposes.

Operating Responsibility: City of Daly City

Maintenance Responsibility: City of Daly City

Project Implementation Responsibility: Metropolitan Transportation Commission

Project Oversight Responsibility: City of Daly City

SECTION E: Time of Performance

1. Time of Performance. The Scope of Work must be completed no later than the end of 4th quarter, Fiscal Year 2027-2028 (the TA's fiscal year runs July 1 through June 30). All reimbursement requests need to be submitted no later than the end of 2nd quarter, Fiscal Year 2028-2029.

2. Timely Use of Funds. Sponsor must expend Measures 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 F: Notice

Notices. All notices required or permitted to be given under this Agreement must 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 Officer
Emails: Margaret Tseng, tsengm@samtrans.com
Peter Skinner, skinnerp@samtrans.com

To Sponsor:
City of Daly City
333 90th Street
Daly City, CA 94015
Attn: Richard Chiu
Director of Public Works
Email: rchiu@dalycity.org

To Implementing Agency:
Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: Laura Krull
Principal - Bikeshare Manager
Email: lkrull@bayareametro.gov

In 2025/2026, 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 G: Insurance

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 million
Business Automobile Liability Insurance	Yes	$1 million

Property Insurance	Yes	
Professional Liability Insurance	Yes	$1 million
Cyber Liability Insurance	No	
Crime Insurance	No	
Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance	No	
Railroad Protective Liability Insurance	No	

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

CITY OF DALY CITY

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

Approved as to Form:

_____
Legal Counsel for the City of Daly City

Date: _____

METROPOLITAN TRANSPORTATION COMMISSION

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

DRAFT

Approved as to Form:

_____
Legal Counsel for MTC

Date: _____

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: April Chan
Its: Executive Director

Date: _____

Approved as to Form:

_____
Legal Counsel for the TA

Date: _____

DRAFT

City Council Agenda Report

Item # _____

Meeting Date: July 28, 2025

Subject: Accept and Appropriate Local Shuttle Program Funds for the Daly City Bayshore Shuttle

Recommended Action

Staff recommends the City Council:

1. Accept and appropriate $929,908 under the "Local Services Shuttle Program" component of the Congestion Relief Plan for the Daly City Bayshore Shuttle;

2. Appropriate $85,000 of unallocated Measure A funds as a local match to fund the Bayshore Shuttle; and

3. Authorize the City Manager, or his designee, to execute the Funding Agreement for the grant from the City/County Association of Governments of San Mateo County.

Background

Since 2014, the City has operated the Bayshore Shuttle in the Bayshore neighborhood using various grants to finance shuttle operations. The shuttle service connects residents within the Bayshore neighborhood to shopping, grocery, and medical destinations in Daly City and San Francisco. The Bayshore Shuttle also provides access to various regional transportation facilities including Muni and SamTrans bus stops and BART stations to which Bayshore area residents have limited access. Many of the destinations served by the shuttle are difficult to reach by using the limited public transportation options currently available.

The Shuttle has been funded by the San Mateo County Shuttle Program, a joint City/County Association of Governments of San Mateo County (C/CAG) and San Mateo County Transportation Authority (TA) program, and the Lifeline Transportation Program (LTP), a program initiated by the Metropolitan Transportation Commission (MTC) and administered through C/CAG. The cost for the Shuttle is estimated to be approximately $1,576,000 for FY 2025/2026 and FY 2026/2027 and includes shuttle operation costs, marketing, and administrative overhead.

In the past, these two grant programs combined have funded 100% of the cost of the Shuttle. Most recently, in September 2024, C/CAG through the LTP Cycle 7, awarded Daly City's Bayshore Shuttle $314,375 for shuttle operations. In September 2023, the TA through the San Mateo County Transportation Authority Program, awarded Daly City $506,250 in Measure A grant funds for shuttle operations.

Discussion

In February 2025, the City Council authorized staff to submit a grant application requesting $1,102,500 in funding to continue the operation of the Bayshore Shuttle service. In June 2025, C/CAG's Board of Directors approved $929,908 of Congestion Relief Plan (CRP) funds for the Bayshore Shuttle. Although $929,908 is less than the City's original request, the award amount from C/CAG is sufficient to fund the shuttle operations for the next two years. At the time the grant application was prepared, a higher operating cost was used for the calculations. During discussions with the current shuttle operator, a lower operating cost was negotiated for the next two years.

The acceptance of the $929,908 grant funds, appropriation of the $85,000 local match, and execution of the funding agreement is needed to continue the Bayshore Shuttle program.

Fiscal Impact

The grant funds will cover 75% of the expected cost to operate the shuttle for FY 2025/2026 and FY 2026/2027. The 25% matching funds required by the grant is met partially by the LTP grant. The remaining matching funds will be provided by an additional $85,000 in unallocated Measure A local funds to cover the cost to operate the shuttle.

This action will appropriate $929,908 of CRP Funds and appropriate $85,000 in unallocated Measure A funds to FY 2025-26 CIP Account 22855100 Bayshore Shuttle project account to fund the operation of the Bayshore Shuttle.

Summary/Conclusion

Staff recommends the City Council:

1. Accept and appropriate $929,908 under the "Local Services Shuttle Program" component of the CRP for the Daly City Bayshore Shuttle;

2. Appropriate $85,000 of unallocated Measure A funds as a local match to fund the Bayshore Shuttle; and

3. Authorize the City Manager, or his designee, to execute the Funding Agreement for the grant from C/CAG.

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

Attachment: Shuttle Program Agreement Between City/County Association of Governments and the City of Daly City

SHUTTLE PROGRAM AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF DALY CITY

This Agreement entered this ____ day of _____ **2025**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called "C/CAG" and the City of Daly City, hereinafter called "CITY".

W I T N E S S E T H

WHEREAS, C/CAG is prepared to award funding for the implementation of shuttle programs under the "Local Services Shuttle Program" component of the Congestion Relief Plan; and

WHEREAS, the purpose of the Local Services Shuttle Program is to increase the use of public transit by individuals whose place of residence and/or employment is within San Mateo County by funding projects that reduce local and regional congestion, make regional connections, enhance safety and meet local mobility needs; and

WHEREAS, the C/CAG Board of Directors has reviewed the CITY request for funding and has determined that it is consistent with the Congestion Relief Plan; and

WHEREAS, the CITY will pay a portion of costs incurred, as detailed below in Section 2; and

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by CITY. In consideration of the payments set forth in Section 2, the CITY shall provide services in accordance with the terms, conditions and specifications in this Agreement, and in Exhibit A (San Mateo County Local Shuttle Program FY 2025/26 & FY 2026/27 Route Description and Information for the Bayshore Shuttle) and Exhibit B (San Mateo County Shuttle Program Quarterly/Annual Progress Report Form), attached hereto and incorporated by this reference.

2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications in this Agreement, C/CAG shall make payment to CITY in an amount not to exceed nine hundred twenty-nine thousand nine hundred eight dollars ($929,908) over the two-year funding cycle~~, and not to exceed $464,954 per year~~. Payments shall be made on a cost reimbursement basis and the funds will be paid based upon the receipt of quarterly invoices for the actual costs incurred by the CITY for the Shuttle Program identified in Exhibit A. Invoices shall be reimbursed in the amount of seventy five percent (75%) of the actual costs reflected in the invoices submitted by CITY up to the not-to-exceed amount ~~for each year and total~~ for the two-year funding cycle. The CITY shall be required to provide a twenty-five percent (25%) match for the C/CAG funds. Documentation such as invoices for shuttle services as well as proof of payment by CITY must accompany all requests for reimbursement. In the event that C/CAG makes any advance payments, CITY agrees to refund any amounts in excess of

the amount owed by C/CAG at the time of termination of this Agreement. The Parties understand that funding is predicated upon the C/CAG Board of Directors approving the requisite shuttle funding in each fiscal year through the annual budget adoption process.

3. Relationship of the Parties. The terms of this Agreement shall in no way be construed to create a partnership, joint venture or any other joint relationship between C/CAG and CITY. The Parties and their respective employees are not employees of the other but rather are and shall always be considered independent contractors when performing services under this Agreement for the other Party.

4. Non-Assignability. CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. Contract Term. This Agreement shall be in effect as of July 1, 2025, and shall terminate on June 30, 2027; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY shall be paid for all services provided to the date of termination.

6. Quarterly Progress Reports. CITY shall prepare and submit to C/CAG quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the project. Reports shall be presented in the form provided as Exhibit B, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference. The reports shall describe project performance and expenditures during the previous quarter.

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

7. Annual Report. By October 1 of each year, CITY shall provide C/CAG with an annual report summarizing the quarterly reports from the prior fiscal year (July 1 – June 30) and detailing information including, but not limited to, the following:

   a) Total costs for the project, including an accounting of all C/CAG funds expended in connection with the project, and reflecting any unexpended C/CAG funds that may remain.

   b) A compilation of data collected during the project, and changes/additions to the scope of the project.

8. Indemnity and Hold Harmless. CITY shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the CITY, its agents, subconsultants, officers

or employees related to or resulting from the performance, or non-performance, under this Agreement.

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

9. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this Agreement.

10. Insurance. CITY or its subcontractors performing the services on behalf of CITY shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. CITY shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CITY coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CITY or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than $1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under $ 1,000,000
a. Comprehensive General Liability	$ 1,000,000	_____
b. Workers' Compensation	$ Statutory	_____
c. Motor Vehicle Liability	$ 1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall

be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

11. Non-discrimination. CITY and any subcontractors performing the services on behalf of CITY shall 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.

12. Compliance with All Laws. CITY shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

13. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.

14. Access to Records. C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

CITY shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by mail, and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Sean Charpentier, Executive Director

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

City of Daly City
333 90th Street
Daly City, CA 94015
Attention: Thomas J. Piccolotti, City Manager

16.. Merger Clause. This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and

obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year listed below.

City of Daly City

By _____ _____
Thomas J. Piccolotti, City Manager Date

City of Daly City Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____ _____
Sean Charpentier, C/CAG Executive Director Date

C/CAG Legal Counsel

By _____

DRAFT

Meeting Date: July 28, 2025

Subject: **Authorize the City Manager to Execute an Amendment to the Service Agreement for Roadway Medians and Rights-of-Way Landscape Maintenance Service with Loral Landscaping**

Recommended Action

Recommend the City Council approve and authorize the City Manager, or his designee, to execute an Amendment to the Agreement for roadway medians and rights-of-way landscape maintenance service with Loral Landscaping.

Discussion

Loral Landscaping provides Daly City with landscape maintenance services for roadway medians and rights-of-way. The current service agreement began on July 1, 2024, and is scheduled to expire on June 30, 2026.

The agreement allows for an annual rate adjustment not to exceed the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of March preceding the contract extension.

The proposed amendment to the agreement includes a 1.3% rate increase, consistent with the CPI data for March 2025, and expands the scope of services to include additional areas. These new service areas include landscaping installed as part of the Mission Street Streetscape Project and the open space along Crocker Avenue at Evergreen Avenue.

Under the agreement, Loral Landscaping will continue to provide routine maintenance of landscaped roadway medians and rights-of-way, including the removal of litter and debris from in and around these areas. Services will also be provided on an as-needed basis, including irrigation system repairs and vegetation management in open spaces to reduce fire hazards.

Fiscal Impact

The cost of the proposed amendment with Loral Landscaping is $19,560, bringing the total contract amount to $271,390. Sufficient funds are available in the Parks Maintenance Division's FY 2025–26 operating budget to cover this increase.

Summary/Conclusion

Recommend the City Council approve and authorize the City Manager, or his designee, to execute an Amendment to the Agreement for roadway medians and rights-of-way landscape maintenance service with Loral Landscaping.

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

Respectfully submitted,

Jeffery W. Fornesi
Assistant Director of Public Works

Richard Chiu, Jr.
Director of Public Works

City Council Agenda Report

Item # _____

Meeting Date: July 28, 2025

Subject: Notice of Completion for the City Hall Elevator Modernization and ADA Barrier Removal 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 Otis Elevator Company, for the City Hall Elevator Modernization and ADA Barrier Removal Project.

Background

The City Hall elevator was installed in 1977 and has not undergone any major upgrades since. With a typical lifespan of 25–30 years, the elevator was well past its expected service life. In 2017, an ADA Self-Evaluation of City Hall identified several accessibility barriers, the most significant being that the elevator cab did not meet current ADA size requirements.

To address these issues, the City Council approved the City Hall Elevator Modernization and ADA Barrier Removal Project. On April 8, 2024, the Council adopted Resolution No. 24-63, authorizing a $446,250 construction contract with Otis Elevator Company of Sunnyvale. The project replaced the outdated elevator with one that is fully ADA-compliant and more reliable.

Discussion

Otis Elevator Company successfully completed the City Hall Elevator Modernization and ADA Barrier Removal Project at a total cost of $446,250. Upon City Council authorization, the Notice of Completion will be recorded, and the retention payment will be released after the required noticing period is complete.

Fiscal Impact

The contract was completed for a total cost of $446,250, with funding available from the City Hall Elevator Modernization and ADA Barrier Removal Project under account number 33187500.

Summary/Conclusion

Otis Elevator Company 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
Assistant 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: July 28, 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:

City Hall Elevator Modernization and ADA Barrier Removal Project

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

Otis Elevator Company
470 Lakeside Drive, Ste. D
Sunnyvale, CA 94085

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

(City Hall Elevator Modernization and ADA Barrier Removal 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 Otis Elevator Company, a CA Corporation.

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

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

CITY HALL ELEVATOR MODERNIZATION AND ADA BARRIER REMOVAL 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

Meeting Date: July 28, 2025

Subject: Authorize Increase of Tow Service Fees for Daly City Police Department Contracted Tow Service Providers

Recommended Action

Staff recommends Council authorize increase of tow service fees for the Daly City Police Department contracted tow service providers.

Background

Our current tow service fee schedule has been in place since 2018. Contracted tow service providers have requested an increase in allowable fees to offset increased operating costs for their services.

Discussion

The Police Department contracts with multiple tow companies to provide tow services. Tow fees are the amount tow companies charge for their services, covering company operating costs. The Police Department relies on tow companies to provide service to our community by allowing for tows for vehicle code and criminal statutes. Our current fee schedule has remained unchanged for seven years and is well below average for surrounding agencies. We are renewing our tow service agreements, which occurs every two years. We have been asked to consider raising tow service fees to ensure uninterrupted services. Below are current tow service fees, proposed fees, and the comparable range of 8 other local jurisdictions. The proposed amount is based on the median amount of the 8 agencies considered.

	Current	Proposed	Comparable range
Basic Tow Fee	$ 250	$ 325	$ 285-395
Storage Fee	$ 70	$ 105	$ 66-135
After Hours Gate Fee	$125	$ 155	$ 85-195

Fiscal Impact

No fiscal impact.

Summary/Conclusion

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

Respectfully Submitted,

Cameron Christensen

Acting Chief of Police

City Council Meeting Agenda Report Item # ____

Meeting Date: July 28, 2025

Subject: Designation of Voting Delegate and Alternate for League of California Cities General Assembly

Recommended Action
Designate a voting delegate and alternate(s) to cast ballots on behalf of the City of Daly City at the League of California Cities General Assembly to be held at the conclusion of the League of California Cities Annual Conference and Expo in Long Beach on October 10, 2025.

Background/Discussion
The League of California Cities Annual Conference and Expo is scheduled for October 8-10, 2025 in Long Beach. Each year, at the League of California Cities Annual Conference and Expo, the League membership considers and acts on resolutions that establish Cal Cities policy. To vote at the General Assembly, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve this role.

The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference if scheduling precludes such participation, but they must be registered for the General Assembly on October 10, 2025.

The League of California Cities General Assembly Voting Guidelines are outlined in the attached document. These guidelines detail how the official voting delegate may transfer the City's voting card to the alternate(s), if required. The deadline to submit the names of the voting delegate and alternate(s) for the City of Daly City to the League of California Cities is Wednesday, September 24, 2025.

Summary/Conclusion
It is recommended that the City Council designate a voting delegate and alternate(s) to cast ballots on behalf of the City of Daly City at the League of California Cities General Assembly to be held at the conclusion of the League of California Cities Annual Conference and Expo in Long Beach on October 10, 2025.

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

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager

Attachment: League of California Cities General Assembly Voting Guidelines

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

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

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly