CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, October 09, 2017 - 7:00 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

Live Telecast: Comcast Channel 27, Astound 26, AT&T U-Verse 99

Webcast: www.dalycity.org/meetings

For those wishing to address the City Council on any Item on the Agenda or under Public Appearances/Oral Communications, please complete a Speaker Card located at the entrance to the Council Chambers and submit 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 991-8078 as soon as possible.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Proclaiming week of October 15-21, 2017 as Freedom from Workplace Bullies

APPROVAL OF MINUTES:

Regular Meeting of September 25, 2017

APPROVAL OF AGENDA:

CONSENT AGENDA

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

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.

Resolutions:

1. Accepting Systemic Safety Analysis Report Program (SSARP) Grant Funds

2. Amending Traffic Regulations to: Install a 16-ft. No Parking (red) zone in front of the fire hydrant at 192 E. Moltke Street.

3. Noticing of Completion for the Civic Center Roof and Gutter Rehab Project

4. Authorizing Submittal of Applications for "Safe Routes to School and Green Streets Infrastructure Pilot Program" Grant Funds

5. Accepting and Appropriating an Office of Traffic Safety Grant for the Selective Traffic Enforcement Program (STEP) Campaign - 2017/2018

6. Requesting Use of Proceeds from the Sale of an Office of Traffic Safety Asset to Purchase a Traffic DUI Equipment Trailer for the Daly City Police Department

7. Setting Time and Place of a Public Hearing to Consider New Fees for the Daly City Youth Recreation Basketball League

END OF CONSENT AGENDA

PUBLIC HEARINGS:

8. Public Hearing - Proposed Purchase of an Additional Automated License Plate Reader Using Federal Asset Forfeiture (DEA)

   Staff:
   Hensley
   Recommended Action:
   Open/Close Hearing
   Adopt Resolution
   Roll Call

COMMUNICATIONS:

9. Request Governor to Veto SB 649 (Hueso) Wireless Telecommunications Facilities

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

10. Council Committee

A Council Committee Meetings, September 25-October 8, 2017

11. City Council

12. Staff

ADJOURNMENT:

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 25, 2017

The meeting was called to order by Mayor Sylvester at 7:14 P.M.

ROLL CALL: Councilmembers Present:

Glenn R. Sylvester, Mayor
Juslyn C. Manalo, Vice Mayor
Raymond A. Buenaventura
Michael P. Guingona

Councilmember Absent:

Judith A. Christensen

Staff Present:

Patricia E. Martel, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Vice Mayor Manalo presented the following proclamation:

Proclaiming October Filipino-American History Month in Daly City (Nerissa Fernandez, Head, Global Corp. Affairs and Public Relations, The Filipino Channel)

Mayor Sylvester presented the following proclamation:

Proclaiming October 2017 as Fire Prevention Month (Clyde Preston, Fire Inspector)

APPROVAL OF MINUTES:

Regular Meeting of September 11, 2017

It was moved by Vice Mayor Manalo, seconded by Councilmember Buenaventura and carried to approve the minutes of September 11, 2017.

APPROVAL OF AGENDA:

It was moved by Councilmember Buenaventura, seconded by Councilmember Guingona, and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Guingona, seconded by Councilmember Buenaventura, and carried to approve the consent agenda, as amended, with items #1, 2, 3, 8, and 10 being pulled from the consent agenda for further discussion.

Resolutions:

Commending Patrick Sweetland on the Occasion of His Retirement

Mayor Sylvester read a resolution highlighting Mr. Sweetland's achievements during his career with Daly City, including serving 21 years as the Director of the Department of Water/Wastewater Resources.

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

Resolution 17-140, Commending Patrick Sweetland on the Occasion of His Retirement

Commending Laura Eng on the Occasion of Her Retirement

Mayor Sylvester read a resolution highlighting Ms. Eng's achievements during her 14 years of service as an Account Clerk in the City's Finance and Administrative Services Department.

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

Resolution 17-141, Commending Laura Eng on the Occasion of Her Retirement

Adopting Composite Summary Memorandum of Understanding and Salary Schedule between the City of Daly City and Daly City Firefighters IAFF Local 1879

Director of Human Resources Shawnna Maltbie requested for the adoption of the negotiated two-year agreement reached between the City and the Daly City Firefighters IAFF Local 1879.

Vice Mayor Manalo recognized Daly City firefighters for keeping the community safe and thanked them for their commitment to the City.

Pamela DiGiovanni, resident, thanked the Council for supporting the firefighters with a well-deserved raise, and hoped the City would revive Fire Engine 95.

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

Resolution 17-142, Adopting Composite Summary Memorandum of Understanding with the Daly City Firefighters' Union, Local 1879, International Association of Firefighters (IAFF) (Firefighters, Fire Engineer Operators, and Fire Captains) (July 1, 2017 through June 20, 2019)

Authorizing the Daly City Public Library to Participate in the Annual Food for Fines Program

Resolution 17-143, Authorizing the Daly City Public Library's Participation in the Annual Food for Fines Program

Approving Vehicle Maintenance and Fuel Supply Agreement between the City of Daly City and the City of Brisbane

Resolution 17-144, Authorizing Execution of Agreement between the City of Daly City and the City of Brisbane for Vehicle Maintenance and Fuel Supply

Authorizing the City Manager to Approve the Purchase of One (1) New 2018 Vac-Con Hydro-Excavator

Resolution 17-145, Authorizing Purchase of One New 2018 Vac-Con Hydro Excavator

Appropriating Additional Funds and Amend the Construction Contract for the Civic Center North ADA Improvements Project

Resolution 17-146, Authorizing Appropriation of Additional Funds for the Construction Contract with Empire Engineering & Construction, Inc. for Civic Center North ADA Improvements Project

Approving Fiscal Year 2016-17 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant And Home Programs

Housing and Community Development Supervisor Betsy ZoBell addressed the Council's questions on the staff report regarding tenant/landlord issues, fair housing discrimination cases, workshops provided to microenterprise owners, and the locations of small businesses in the City.

It was moved by Councilmember Guingona, seconded by Vice Mayor Manalo and carried to by unanimous roll call vote to adopt the following resolution:

Resolution 17-147, Approving Submission to the Federal Department of Housing and Urban Development (HUD) for Fiscal Year 2016-2017 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant and HOME Programs

Approving Memorandum of Agreement - South Westside Basin Groundwater Sustainability Plan

Resolution 17-148, Approving and Authorizing Execution of Memorandum of Agreement with the City of San Bruno and California Water Service

Approving Assessment of Fair Housing (AFH)

Ms. ZoBell explained the Assessment of Fair Housing (AFH) as a citizen participation process to analyze fair housing challenges, and develop goals and priorities for addressing fair housing barriers. As a recipient of CDBG and HOME funds, the City is required to submit an AFH to the Department of Housing and Urban Development (HUD) in October 2017. Ms. ZoBell referred to the staff report which outlines the proposed AFH goals and strategies (attachment #2) for Daly City. This draft was made available for public review and public comment for 45 days beginning August 1st. Through public comment letters and the Affordable

Housing Committee in September, staff formulated responses that would be included in the AFH – that the City would go through a process of consideration to determine the merits of renter protection policy initiatives that were identified in the public comments. According to Ms. ZoBell, the review of the requested policies and programs could take up to 18 months.

The following individuals expressed opposition to having rent control in Daly City. Some also expressed disapproval of having just cause evictions, a mandatory Section 8, and the creation of a rent registry. Consequently, several individuals requested that items #10-15 be removed from Daly City's Fair Housing Plan (attachment #2 of staff report), which would be submitted as part of its AFH. Speakers gave the following reasons for opposing rent control: its failure to provide more affordable housing in other cities that have adopted it (i.e. San Francisco and Berkeley); leads to gentrification; leads to market instability; makes negotiations between landlords and tenants more difficult; discourages property owners from maintaining their units; causes landlords to withdraw rental units from the market causing housing prices to go up; limits incentives for investors; makes it difficult to evict problematic tenants for the betterment of other tenants; the high cost related to studying the issue of rent control; and, it is not viewed as a good solution to the housing crisis.

Gina Zari, SAMCAR	Meina Young, BAHN	Casper Leung, BAHN
Tony Charvet, property owner	Malcolm Lee, BAHN	Christina Lee, property owner
Michael Cheng, realtor	Stephanie Yee, tenant	Jeremy Ruswon, realtor
Alisa R. Johnson	Ara Tehlirian, property owner	Gloria Leung
Theresa Wong, landlord	Kathy Moresco, rental owner	Li Han Li, BAHN
Michael Canevari, landlord	Vhangeee Mesa, resident	Wendy Wong
Huizhen Liang, BAHN	Mario Panaringan, resident	Frank Vella, Pacifica resident
Sam Xiao, landlord	Chin Hong Lou, BAHN	Christine Adair

Rovy Lyn Antonio, CA Apartment Association
William Choutka, General Manager of Westlake Apartments
Tom Thompson, Coalition for Housing Equality

Pamela DiGiovanni, resident, expressed concern that this item should perhaps have been a public hearing so that the City could provide more outreach, and the Council could listen to all stakeholders since there is a risk in losing block grant money.

Roderick Daus-Magbual, Planning Commissioner, stated that providing affordable housing is a moral issue because it directly involves people's well-being. He advocated for rent control and affordable housing so that people like him and his family are able to survive.

Bob Garrison, property manager, credited the City with starting Project Home Safe in the nineties to provide affordable housing to its residents. He encouraged Council to listen to both sides of the issue before making a decision, since it involves receiving a significant amount of money from the government.

Council gave various comments and questions to staff pertaining to the elements included in the proposed AFH. Staff addressed the following concerns and questions: whether the City would be at risk of losing government funding if the public comments were not included in the letter; the AFH report due date to HUD; whether there is potential litigation against other cities that have rejected similar public comments; whether the reporting deadline to HUD could be extended; and, whether the City could use available data gathered at the County level in its AFH report.

It was moved by Councilmember Guingona, seconded by Vice Mayor Manalo to approve the AFH report for submittal with staff's recommendations. Motion failed by the following vote:

Ayes: Guingona, Manalo
Noes: Buenaventura, Sylvester

It was moved by Vice Mayor Manalo, seconded by Councilmember Guingona to approve the AFH report for submittal, with the amendment to change staff recommendation to include the word "consideration" regarding the rent stabilization issues/comments. Motion failed by the following vote:

Ayes: Guingona, Manalo
Noes: Buenaventura, Sylvester

It was moved by Councilmember Buenaventura, seconded by Vice Mayor Manalo and carried by the following vote to submit the AFH report, with the amendment to remove certain comments/recommendations from the report (namely, Items #10-15):

Ayes: Buenaventura, Manalo, Sylvester
Noes: Guingona

Resolution 17-149, Approving the Assessment of Fair Housing for Submittal to the U.S. Department of Housing and Urban Development

Check Registers:

Check Registers for the Month of August 2017

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Public Hearing on Proposed Increases to Solid Waste Collection Rates for Fiscal Years 2018 and 2019

Director of Finance and Administrative Services Lawrence Chiu summarized the 15-year franchise agreement with Republic Services, which provides for a rate adjustment process every two years. Marva Sheehan, Vice President, HF&H Consultants, outlined the proposed rate adjustments, which includes two components: 1) the rate for solid waste, recycling and green waste, and 2) the maintenance of the Mussel Rock landfill. Assistant Director of Public Works Richard Chiu gave an overview of the funding needed over the next 10 years to repair and maintain the landfill, which includes the seawall, the drainage pipes, and the retaining walls.

Lawrence Chiu reported that appropriate public noticing was done, and 94 protest letters were received by the City. Ms. Sheehan and Mr. Chiu addressed Council's questions regarding garbage container sizes, rate increase costs, costs related to the Mussel Rock landfill, and, whether the rate increase applies to Broadmoor residents.

Mayor Sylvester opened the public hearing.

Marino Bortoli, resident, asked whether the City can provide smaller garbage cans for smaller households with less waste. Ms. Martel reported that Republic Services is not currently contracted to provide bins to the City smaller than 32 gallons.

Mayor Sylvester closed the public hearing.

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

Resolution 17-150, Making Findings and Determinations Relating to Proposed Rate Increase for Solid Waste Collection and Disposal Fiscal Years 2018 and 2019

APPOINTMENTS:

It was moved by Vice Mayor Manalo, seconded by Councilmember Buenaventura and carried by unanimous roll call vote to remove Olga Stavinskaya from the Personnel Board.

It was moved by Vice Mayor Manalo, seconded by Councilmember Buenaventura and carried by unanimous roll call vote to appoint Sonia Reyes to the Personnel Board.

REPORTS:

Council Committee – September 11-24, 2017

Assessment of Fair Housing Public Comments (Manalo/Christensen)

City Council

Mayor Sylvester attended the League of Cities Conference in Sacramento where Daly City received three awards: the Beacon Spotlight Gold Award for Best Practice Activities, the Gold Award for Agency Greenhouse Gas Reductions, and the Gold Award for Community Greenhouse Gas Reductions. The Mayor thanked staff and citizens of Daly City for their part in obtaining these prestigious awards, and recognized Sustainability Coordinator Stephen Stolte and Republic Services as valuable assets to the City. Ms. Martel also credited Mr. Stolte for the awards with his work on sustainability issues, and thanked Republic Services in helping finance Mr. Stolte's position.

Vice Mayor Manalo attended the Latino Heritage Event at the War Memorial Community Center, and thanked participants for all their efforts. Vice Mayor Manalo also acknowledged the work of firefighters who retired from the City: Barbara Lewicki, Doug Blanckensee, Phil Cortijos, and Geordie Hawkins.

ADJOURNMENT:

Mayor Sylvester requested a moment of silence and adjourned the meeting at 10:40 PM in memory of Leo Sands and the victims of the hurricane in Puerto Rico.

____
City Clerk

Approved as submitted, this ____9th______

day of ______October_________, 2017.

____
Mayor

City Council Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: Accept Systemic Safety Analysis Report Program (SSARP) Grant Funds

Recommended Action

Staff recommends that the City Council accept and appropriate $135,000 in Systemic Safety Analysis Report Program grant funds for Daly City's SSARP project and authorize the City Manager to execute the funding agreement and other documentation necessary for grant fund reimbursement.

Background

SSARP is a new safety analysis program administered by the California Department of Transportation (Caltrans). The intent of the SSARP is to assist local agencies in performing collision analysis, identifying safety issues on their roadway network and developing a list of systemic low-cost countermeasures that can be used to prepare future Highway Safety Improvement Program (HSIP) and other safety program applications for grant funds. $10 million of federal HSIP funds was set-aside and exchanged for state funds from the State Highway Account to fund the SSARP.

In February 2016, staff submitted an application to Caltrans for SSARP grant funds. The City's application requested $135,000 in grant funds with a minimum local match of $15,000.

Discussion

In May 2016, Caltrans awarded the City of Daly City the full amount requested. The grant funds will be used to retain a consultant to analyze the entire roadway system within Daly City, focusing on pedestrian-vehicle crashes. The project will identify countermeasures that are effective for addressing safety issues.

Consistent with the initial funding requirements, Caltrans requires a resolution that states the title of the person authorized to enter into a contract as a condition of grant acceptance.

Fiscal Impact

The City has been awarded a grant of $135,000 with a required local match of $15,000. Matching funds of $15,000 in gas tax funds have already been appropriated in the current FY 2017-18 Capital Improvement Program (CIP) Systemic Safety Analysis Report Program project account 17-312-660. The grant will provide funds for a planning consultant and project management.

Summary/Conclusion

Staff recommends that the City Council accept and appropriate $135,000 in SSARP grant funds for Daly City's SSARP project and authorize the City Manager to execute the funding agreement and other documentation necessary for grant fund reimbursement.

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

Respectfully submitted,

Shirley Chan	John L. Fuller
Traffic Engineer	Director of Public Works

Attachments: Program Supplement Agreement

PROGRAM SUPPLEMENT NO. Q23 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR STATE FUNDED PROJECTS NO** 00518S	**Adv Project ID** 0417000243 **Date:** September 1, 2017 **Location:** 04-SM-0-DLC **Project Number:** SSARPL-5196(041) **E.A. Number:** **Locode:** 5196

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 00518S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

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

PROJECT LOCATION:

Entire Local Roadway system within Daly City

TYPE OF WORK: Systemic Safety Analysis Report Program (SSARP)

Estimated Cost	State Funds	Matching Funds		
	STATE $135,000.00	LOCAL		OTHER
$150,000.00		$15,000.00		$0.00

CITY OF DALY CITY

By ____________________

Title ____________________

Date ____________________

Attest ____________________

STATE OF CALIFORNIA
Department of Transportation

By ____________________

Chief, Office of Project Implementation
Division of Local Assistance

Date ____________________

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

Accounting Officer ____________________ **Date** 9/1/17 $135,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLEMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 9/1/2017	PROJECT NUMBER: 0417000243
	REQUISITION NUMBER / CONTRACT NUMBER: RQS #041800000229	

FROM:

DEPARTMENT OF TRANSPORTATION

SUBJECT:

ENCUMBRANCE DOCUMENTS

VENDOR / CONTRACTOR:

CITY OF DALY CITY

CONTRACT AMOUNT:

$135,000.00

PROCUREMENT TYPE:

LOCAL ASSISTANCE

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
23	2016	2660-102-0042	2017	20.30.010.550	2620/0420	$135,000.00
					TOTAL	$135,000.00

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SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

   ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.

4. 1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.

   2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

   3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the SSARP funds.

   4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the

SPECIAL COVENANTS OR REMARKS

scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.

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

04 City of Daly City

District Administering Agency

Agreement No. 00518S

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

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.

7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.

8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

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

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

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

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

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

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

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

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

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

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

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

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

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

ARTICLE II - RIGHTS OF WAY

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

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

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

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

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

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

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

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

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

ARTICLE III - MAINTENANCE AND MANAGEMENT

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

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

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

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.

6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.

9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

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

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

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

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

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

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

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

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of $500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.

6. ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

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

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

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

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

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

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

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

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

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

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

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

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

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

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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	City of Daly City
By______________________________ ______________________________	By______________________________ ______________________________
Chief, Office of Project Implementation Division of Local Assistance	City of Daly City Representative Name & Title (Authorized Governing Body Representative)
Date ________________________	Date ________________________

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

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

City Council Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: **Amend Traffic Regulations to: Install a 16-ft. No Parking (red) zone in front of the fire hydrant at 192 E. Moltke Street.**

Recommended Action

Recommend the City Council amend traffic regulations to install a 16-ft. No Parking (red) zone in front of the fire hydrant at 192 E. Moltke Street. (TSR 18/21)

Background

On September 14, 2017, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager amend the aforementioned traffic regulation.

Discussion

The Public Works street sweeper has difficulty turning right from eastbound E. Moltke Street onto southbound Wyandotte Avenue when a car is parked at this location. There is also a fire hydrant located at this same street corner that is often blocked by parked cars. Therefore, the Public Works Street Maintenance Division staff requested that a red zone be installed in front of the fire hydrant at 192 E. Moltke Street. The red zone will allow the street sweeper sufficient amount of space to negotiate a safer right-turn from E. Moltke Street onto Wyandotte Avenue without turning into opposing traffic and the fire hydrant will be free of obstruction.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 01-314-330-4241 for Fiscal Year 2017-2018.

Summary/Conclusion

Recommend the City Council amend the traffic regulations to install a 16-ft. red zone in front of the fire hydrant at 192 E. Moltke Street.

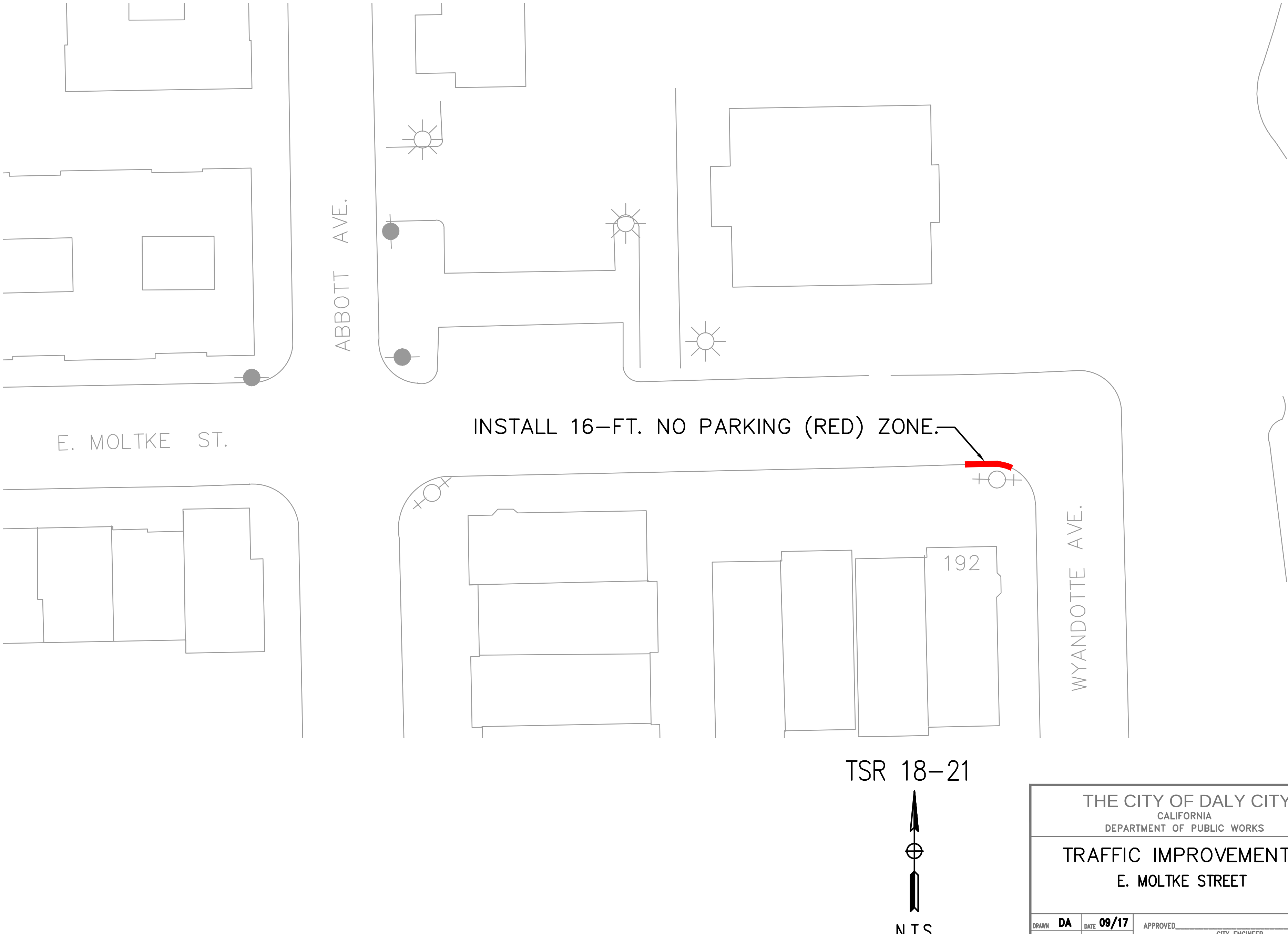
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Shirley Chan
Traffic Engineer

John L. Fuller
Director of Public Works

Attachment: Traffic Improvements Location Map



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
E. MOLTKE STREET

DRAWN DA	DATE 09/17	APPROVED ____ CITY ENGINEER	
CHECKED JLF	SCALE NTS		
DESIGNED SCY	SURVEY NO.	SHEET NO. 1 OF 1	TSR 18-21 DRAWING NUMBER	REV.

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

(CIVIC CENTER ROOF AND GUTTER REHAB)

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 Pioneer Contractors, a California 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:

CIVIC CENTER ROOF AND GUTTER REHAB

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

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

AYES, and in favor thereof, Councilmembers: ____

____

NOES, Councilmembers: ____

ABSENT, Councilmembers: ____

____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

____

MAYOR OF THE CITY OF DALY CITY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: October 9, 2017
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:

CIVIC CENTER ROOF AND GUTTER REHAB PROJECT

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

Pioneer Contractors
1485 Armstrong Ave.
San Francisco, CA 94124

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.

CITY OF DALY CITY, OWNER

____
John L. Fuller, Public Works Director

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

STATE OF CALIFORNIA,

COUNTY OF ________________________ } SS.

Subscribed and sworn to (or affirmed) before me on this ____day of ________, ___20___,

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

Signature ______________________________

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

City Council Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: Notice of Completion for the Civic Center Roof and Gutter Rehab Project

Recommended Action

Staff recommends that the City Council accept the project completed in compliance with the construction contract for the Civic Center Roof and Gutter Rehab project.

Background

The Civic Center Roof and Gutter project included cleaning and recoating the roof at the Daly City Civic Center Police Facility and Public Works roof areas and repairing and recoating the gutter at the Main roof per the specifications.

Discussion

Pioneer roofing of San Francisco has completed all cleaning and recoating required by the contract documents for a total amount of $260,307.94. The original contract award was for $223,000.00. The cost difference between the original contract amount and the final cost was due to two change orders for additional work requested by the City. Change order #1 was to reroof the Police Pistol range for $32,900.00. Change order #2 was to repair and reseal the vertical joints at the Civic Center roof parapet for $4,407.94.

Fiscal Impact

The contract was completed in the total amount of $260,307.94 with funds available in the Capital Improvement Program (CIP) Project account 31-312-563-4520.

Summary/Conclusion

The contractor's work is now complete and acceptable for City maintenance. Staff recommends the City Council accept the completed improvements for the City's maintenance and use.

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

Respectfully submitted,

Gary Webber
Engineering Technician

John L. Fuller
Director of Public Works

Attachments: Notice of Completion and Resolution

City Council Meeting Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: Support and Authorize Two Applications for "Safe Routes to School and Green Streets Infrastructure Pilot Program" Grant Funds

Recommended Action

Recommend the City Council support the submittal of two (2) applications to the City/County Association of Governments of San Mateo County (C/CAG) for Safe Routes to School (SRTS) and Green Streets Infrastructure Pilot Program ("Pilot Program") grant funds.

Background

The San Mateo County SRTS program is a partnership between C/CAG and the San Mateo County Office of Education (SMCOE). The program's goal is to encourage and enable schoolchildren to safely walk and bicycle to school and therefore reduce congestion and emissions caused by school related vehicle travel.

The Pilot Program is intended to fund integrated improvements within the public right-of-way that increase safety for children walking and biking to school, while also improving water quality, increasing urban greening and enhancing the pedestrian environment. One of the primary goals of the Pilot Program is to demonstrate that "green infrastructure" can be cost-effectively integrated with traditional SRTS infrastructure projects. Funding is provided from local vehicle license fees designated for congestion management and pollution prevention.

Eligible project elements could include:

1. Stormwater treatment equipped curb extensions
2. Traditional curb extensions
3. Pedestrian bulb-outs/curb ramps
4. Pedestrian striping/crosswalks
5. Rectangular Rapid Flash Beacons
6. Signage/Interpretive signs

Discussion

Applications for the Pilot Program are due to C/CAG on October 20, 2017. Approximately $2.0 million is available for funding projects in San Mateo County. Funding is limited to $250,000 for each project with a minimum grant request of $100,000. Each jurisdiction/agency may submit up to two (2) applications, however, C/CAG will prioritize distribution of funds to qualifying projects from separate agencies. Cities are required to provide a minimum local cash match of 15 percent.

Staff proposes to submit applications for the following projects:

- **Panorama Elementary School Pilot Green Streets Improvements Project.** Install stormwater treatment equipped curb extensions, rectangular rapid flashing beacons, high visibility crosswalks and signage on Bellevue Avenue. The estimated cost for construction is $300,000. The grant request would be for $250,000 with a local match of $50,000.

- **Westlake Elementary School Pilot Green Streets Improvements Project.** Install stormwater treatment equipped curb extensions and signage at the intersection of Westlawn Avenue and Fieldcrest Drive. The estimated cost for construction is $200,000. The grant request would be for $170,000 with a local match of $30,000.

Fiscal Impact

Should the City be successful in securing the grant funds for either or both of these projects, staff would request the City Council accept the grant funds and allocate a local match of up to $80,000. For projects of this type, the matching funds would typically be allocated from the City's Gas Tax, Measure A, or other "local" transportation related funding sources.

Summary/Conclusion

Recommend that the City Council support the submittal of the Panorama Elementary School Pilot Green Streets Improvements Project and the Westlake Elementary School Pilot Green Streets Improvements Project, for the SRTS Green Streets Infrastructure Pilot Program grant request.

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

Respectfully submitted,

Shirley Chan
Traffic Engineer

John L. Fuller
Director of Public Works

City Council Meeting Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: **Accepting and Appropriating an Office of Traffic Safety Grant for the Selective Traffic Enforcement Program (STEP) Campaign-2017/2018**

Recommended Action

Staff requests that Council accept grant funding from the California Office of Traffic Safety in the amount of $100,000 for overtime and training funding for the Selective Traffic Enforcement Program (STEP).

Background

In partnership with the Office of Traffic Safety, the Daly City Police Department will work to decrease driver and pedestrian injury collisions by increasing our enforcement efforts related to vehicle code violations that contribute to these collisions. The Office of Traffic Safety has provided overtime funds for the Department to conduct traffic operations combating unsafe and distracted driving. OTS has also provided funding for the administrative costs and training related to these operations.

Discussion

Funds provided by the Office of Traffic Safety grant will be utilized to increase enforcement levels related to unsafe and distracted driving violations. These funds will be expended on an overtime basis for personnel needed to staff these operations and meet grant reporting requirements.

Fiscal Impact

The Office of Traffic Safety grant is overtime reimbursable. There is no cash match or other cost to the City.

Summary/Conclusions

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

Respectfully submitted,

Patrick Hensley
Captain

Manuel Martinez Jr.
Chief of Police

City Council Meeting Agenda Report

Item # _____

Meeting Date: October 09, 2017

Subject: Requesting Use of Proceeds from the Sale of an Office of Traffic Safety Asset to Purchase a Traffic DUI Equipment Trailer for the Daly City Police Department

Recommended Action

Staff recommends Council approve the use of proceeds from the sale of an Office of Traffic Safety (OTS) asset to purchase an equipment trailer for the Police Department's Traffic Unit.

Background

The Daly City Police Department recently auctioned a vehicle from the Department fleet that was originally purchased with funding by the California OTS. Proceeds received from the auction will be transferred to the Police Departments Traffic Safety fund. The funds will then be used to purchase a new equipment trailer for the Traffic Unit, which has been approved by the California OTS.

Discussion

In 2006 the Police Department purchased a specialty traffic truck using California Office of Traffic Safety funds for use by the Traffic Unit. That vehicle was recently taken out of service and sent to auction by the City of Daly City Motor Vehicle Division, netting $6,330.00. Those proceeds were greater than the $5,000.00 depreciation limit set by OTS. As a result OTS approved the use of the $6,330.00 for the purchase of traffic safety and DUI equipment. The Police Department intends to purchase an equipment trailer for the Traffic Unit at an estimated cost of $12,843.00. The trailer would be used by the Traffic Unit to store and transport DUI enforcement equipment as well as equipment needed at major collision scenes. The California Office of Traffic Safety has approved the use of the $6,330.00 for this purchase. The remaining funding will come from the Police Department's Traffic Safety fund.

Fiscal Impact

California OTS has approved the use of the $6,330.00 that resulted from the sale of OTS equipment to purchase a trailer at an estimated cost of $12,843.00. The remaining estimated $6,513 will come from available funds in the Department's Traffic Safety Fund Budget (23-200-209-4234).

Summary/Conclusion

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

Respectfully submitted,

Cameron Christensen
Lieutenant

Manuel Martinez, Jr.
Chief of Police

City Council Meeting Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: **Setting Time and Place of a Public Hearing to Consider New Fees for the Daly City Youth Recreation Basketball League**

Proposed Action

Staff is recommending that the City Council adopt a resolution setting the time and place of a public hearing to consider new fees for the Daly City Youth Recreation Basketball League. It is further recommended that the public hearing be scheduled for the City Council's regular meeting of Monday, October 23, 2017.

Background

At its regular meeting on September 26, 2017, the Recreation Commission unanimously supported a staff recommendation to adjust fees for the Youth Recreation Basketball League. Staff has proposed raising the team registration fee from $331 to $430 for Daly City school teams ($540 per non-Daly City school teams). In addition to proposed increase for the team registration fee, staff recommends increasing the optional weekly practice fee from $110 to $150. The proposed fees will enable greater cost recovery to offset the increasing program operating expenses, including those related to staff, scorekeepers and game officials needed to administer weekly practices and games.

Fiscal Impact

The fee increases could raise an additional $12,000 in the first year. However, the program would still be 45% subsidized by the City's General Fund.

Summary/Conclusion

Daly City school teams generally consist of 8 to 10 players. If the team fee is prorated among individual school team members, the average cost per player would be between $43 and $54, approximately half of the fee currently charged for individual participants who enter the league without a school team affiliation.

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

Respectfully submitted,

Joseph F. Curran

Joseph F. Curran
Director, Library and Recreation Services

City Council Meeting Agenda Report

Item # ____

Meeting Date: October 9, 2017

Subject: **Public Hearing – Proposed Purchase of an Additional Automated License Plate Reader Using Federal Asset Forfeiture (DEA)**

Recommended Action

Staff recommends Council approve the purchase of an additional Automated License Plate Reader.

Background

On August 14, 2017, Council set today as time and place for this public hearing. The Police Department currently has (2) Automated License Plate Reader (ALPR) systems affixed to patrol cars. ALPR technology scans license plates at a high rate of speed and cross-checks those license plate numbers against law enforcement databases. These systems have provided valuable intelligence by providing police officers with immediate identification of stolen/wanted vehicles and missing persons. The Police Department complies with California Civil Code Section 1798.90.5 et seq. regarding ALPR technologies. Public agencies are required to provide an opportunity for public comment at a regularly scheduled public meeting of the government body of the public agency before implementing or changing the existing program.

Discussion

The Police Department is proposing the purchase of one additional ALPR system to be affixed to a city- owned vehicle driven by a Police Assistant. Currently, Police Assistants do not have the ability to efficiently query license plates through law enforcement databases in order to identify vehicles with unpaid parking citations. ALPR technology provides the opportunity to efficiently identify vehicles having (5) or more unpaid parking citations and provide opportunities to hold the vehicle owner accountable. The addition of (1) ALPR will also enhance the intelligence gathering capabilities of the police department.

Fiscal Impact

The total cost for the purchase and installation of the 3M Automated License Plate Reader is approximately $17,000.00. All funds will be taken from Federal Asset Forfeiture Funds (DEA). There will be no cash match or other costs to the City.

Summary/Conclusions

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

Respectfully submitted,

Patrick Hensley
Captain

Manuel Martinez Jr.
Chief of Police

City Council Meeting Agenda Report

Item # _____

Meeting Date: October 9, 2017

Subject: Request Governor to Veto SB 649 (Hueso) Wireless Telecommunications Facilities

Recommended Action:

It is recommended that the City Council review the attached draft letter requesting Governor Brown to VETO SB 649 (Hueso) Wireless Telecommunications Facilities and authorize the City Manager to transmit the approved correspondence to the Governor prior to the October 15 deadline for final action on this legislation.

Background/Discussion:

The Governor has until October 15 to make final decisions on legislation sent to him this legislative session. The VETO request for SB 649, advocated by the League of California Cities, is one of the top legislative priorities coming out of the 2017 legislative session. The League has encouraged cities to submit a VETO request letter to the Governor prior to the pending deadline for final action.

SB 649, at its core, seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of "small cell" wireless equipment on taxpayer-funded property. The cellular industry claims that this equipment is necessary to implement 5G technology, however that technology is years away from deployment, while the term "5G" is never mentioned in the bill. The League remained opposed to SB 649 throughout the entire legislative session because amendments taken to the measure failed to address local governments' concerns.

By removing local discretion and mandating a ministerial process, SB 649 would effectively eliminate fair input from residents and businesses concerning the character of their local community. Most troubling about SB 649 is that it would shift authority away from the community and local elected officials to for-profit corporations to determine locations for wireless equipment installations that can have significant health, safety, and aesthetic impacts on the community.

Under SB 649, the wireless industry would gain the ability to install very large and visible equipment on city streetlights, traffic signals and stop signs, as well as on municipal facilities. Further, authority would be granted for cellular providers to place equipment about the size of a commercial refrigerator on the public right of way in conjunction with services installed on adjacent poles. The bill contains exclusions for at least eight "ancillary" pieces of equipment that have no size or quantity limitations.

SB 649 would force local governments to give telecommunications companies access to taxpayer-funded public property to install their equipment to sell private services. By eliminating fair market rate leases for use of taxpayer-funded property such as City Hall, Libraries, Parks, and other facilities, as well as vertical infrastructure, this legislation would essentially give the wireless industry discounted access to these public facilities with no requirement to pass-through cost savings to their respective customers. The bill caps the amount local agencies would receive for the use of their infrastructure at $250 per year, per site, which is far below fair market value.

The City of Daly City has ten existing leases with telecommunications service providers to utilize City facilities for cell towers that currently generate approximately $395,665 in annual general fund revenue. If SB 649 becomes law, when the current cellular leases sunset, the City could no longer secure the fair market lease rate that helps to support important community services and operations. The $250 per year, per site cap would then become effective in perpetuity. And henceforth, any new cellular installations would be approved with a ministerial process that would cap the lease revenue available for utilizing taxpayer supported public property.

Summary/Conclusion:

SB 649 dos not serve the best interests of the local community. It capitalizes on the use of public property, at a discounted rate, to increase the profits of private telecommunication service providers. It completely ignores the potentially significant health, safety and aesthetic concerns that the public has a right to comment upon and object to in an open public forum intended to solicit public input. Of equal concern, it eliminates the ultimate authority of locally elected officials to make decisions about the installation of cellular facilities on public property and how much may be charged through annual leases for those providers seeking to use the public right of way and taxpayer supported public facilities.

Based on the issues outlined above, as well as the request from the League of California Cities for a VETO of SB 649, staff is recommending that the City Council review the attached draft letter requesting the Governor to VETO SB 649 and authorize the City Manager to finalize and transmit this correspondence on behalf of the City Council.

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

Respectfully submitted,

Patricia E. Martel

City Manager

Attachment: Draft Letter to Governor Jerry Brown

OFFICE OF THE MAYOR
CITY OF DALY CITY
333 – 90TH STREET
DALY CITY, CA 94015-1895
(650) 991-8125

October 10, 2017

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

RE: SB 649 (Hueso). Wireless Telecommunications Facilities
Request for Veto

Dear Governor Brown:

The City of Daly City respectfully requests your veto of SB 649 (Hueso), which seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of "small cell" wireless equipment on taxpayer-funded property.

By eliminating our local discretion and mandating a ministerial process, SB 649 effectively eliminates the ability for our residents and businesses to have fair input over the character of their own community. Most troubling is the shift of authority from the community and our elected officials to for-profit corporations for wireless equipment installations that can have significant health, safety, and aesthetic impacts.

Our elected officials play a critical role in balancing the important needs of our community and respect for its character with the need to close the existing/widening digital divide and ensure that the many benefits from state-of-the-art wireless technology are available to all. Our local residents and businesses expect Daly City to be equipped to respond when they have legitimate concerns, especially as they relate to the location and design of these wireless installations near or adjacent to their property.

Currently the City of Daly City has cell tower leases that are based on fair market rates for use of public infrastructure. The existing leases generate nearly $400,000 per year for our municipality. Use of taxpayer funded infrastructure by private corporations should result in fair market rate lease revenue being paid by for-profit wireless corporations for the privilege of using public property to sell private services.

DRAFT

The plain language of SB 649 gives the wireless industry the ability to install extremely large equipment, 6 cubic feet worth of antennas and 21 cubic feet worth of equipment (about the size of a twin bed) on "vertical infrastructure," such as street lights, traffic signals, and stop signs without any showing that the industry is incapable of delivering smaller cellular equipment that improves the safety and aesthetic qualities of these facilities. Further, the bill allows the industry to place up to 35 cubic feet (about the size of a commercial refrigerator) of equipment on the ground for each cellular installation on every pole. But the ultimate size of a facility will be unknown as there are exclusions for at least eight "ancillary" pieces of equipment that have no size or quantity limitations. The loose language in SB 649 eliminates any incentives for the industry to develop smaller and more discreet designs. To be clear, the accessibility and use that SB 649 provides the industry is far greater than the claimed "pizza box" size "small cell" site.

In an unprecedented move, SB 649 forces Daly City to give access to public property funded by our taxpayers so that for-profit wireless corporations can install their equipment and sell their private services. By eliminating fair market rate leases for use of taxpayer funded property (including City Hall, parks, libraries, and "vertical infrastructure"), this bill effectively gives corporations discounted access to these facilities with no requirement to pass through their cost-savings to their customers. SB 649 creates billions of dollars of value for wireless industry shareholders by eliminating fair market rate leases. Furthermore, rents from the use of public property, which every other for-profit business pays, help pay for our essential public services, such as police, fire, libraries, and parks. SB 649 sets a dangerous precedent for other private industries to seek similar treatment to benefit their shareholders over constituent funded infrastructure, further eroding our ability to fund vital local services.

The term "small cell" is not defined in this bill by any technology standard, but instead by the size of the equipment. As long as the facility delivers "licensed and/or unlicensed spectrum" and falls within the loose size standards in the bill, it is a "small cell". In other words, these wireless sites could be used for 4G technology that is already being deployed today, or to deliver Wi-Fi signals only, or for even more basic radio signals. The standards for 5G are still being developed and the technology is still years away from being deployed. Despite the industry's most consistent talking point, this bill never even mentions 5G (nor any service) much less imposes any requirement, duty, or incentive for the industry to accelerate the deployment of this new technology.

For these reasons, the City of Daly City respectfully requests your veto of SB 649.

Sincerely,

Glenn R. Sylvester
Mayor
Daly City

cc: Senator Scott Wiener
Assemblyman Phil Ting
Tom Dyer, Deputy Legislative Affairs Secretary, Office of Governor Brown
Seth Miller, Public Affairs Manager, Peninsula Division, League of California Cities smiller@cacities.org
Meg Desmond, League of California Cities, mdesmond@cacities.org

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City Council Meeting Agenda Report

Item # ____

Meeting Date: October 9, 2017

To: Honorable City Council

From: Angie Padilla, City Manager's Office

AP

Date: October 4, 2017

Subject: Council Committee Meetings, September 25 – October 8, 2017

Date of Meeting:	**Meeting:**	**In Attendance:**
October 3, 2017	Jefferson Elementary School District (JESD)—Update on Workforce Housing	Glenn R. Sylvester Raymond A. Buenaventura Patricia E. Martel

/ap

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