

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, July 08, 2019 - 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:

APPROVAL OF MINUTES:

Regular Meeting of June 24, 2019

APPROVAL OF AGENDA:

CONSENT AGENDA

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

Resolutions:

1. Hickey Boulevard/Campus Drive Crosswalk Improvements Project

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.

2. Master License Agreement with GTE Mobilnet of California DBA Verizon Wireless
3. Amend Traffic Regulations to: Install Stop signs at the Intersection of Shakespeare Street and Rhine Street. (TSR 19/43)
4. Authorization to Submit an Application for Transportation Development Act Article 3 Grant Funds

END OF CONSENT AGENDA

PUBLIC HEARINGS:

5. Public Hearing – National Pollutant Discharge Elimination System
Local Stormwater Program Regulatory Fee

Staff:

Chiu

Recommended Action:

Open/Close Hearing

Adopt Resolution

Roll Call

COMMUNICATIONS:

6. Resolution For Support For The Commercial Development of the State-Owned Land Under the Control of the 1-A District Agricultural Association (Cow Palace Parcel)

Staff:

Maltbie/Zimmerman

Recommended Action:

Council Determination

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

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

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

7. Council Committee
- A Council Committee Meetings June 24 - July 7, 2019

8. City Council

9. Staff

ADJOURNMENT:

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

The meeting was called to order by Mayor Buenaventura at 7:00 P.M.

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

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

PRESENTATIONS/P ROCLAMATIONS:

Update on Community Collaboration for Children
(Maeve Johnston, Management Analyst, San Mateo County Health System)

APPROVAL OF MINUTES:

Special Meeting of May 28, 2019

It was moved by Vice Mayor Sylvester, seconded by Councilmember Daus-Magbual and carried to approve the minutes of May 28, 2019.

APPROVAL OF AGENDA:

It was moved by Councilmember DiGiovanni, seconded by Councilmember Daus-Magbual and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to approve the consent agenda.

Resolutions:

Adoption of Composite Summary Memorandum of Understanding and Salary Schedule between the City of Daly City and Police Officers Association

Resolution 19-83, Adopting Composite Summary Memorandum Of Understanding With The Daly City Police Officers Association (July 1, 2019 through June 30, 2022)

Tree Maintenance Service Agreement with West Coast Arborist for 2019/2020 Fiscal Year

Resolution 19-84, Authorizing Renewal Of The Tree Maintenance Service Agreement With West Coast Arborist Inc. For Fiscal Year 2019/2020

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Accept Measure K Grant, Authorize City Manager to Execute the Grant Agreement and Appropriate Grant Funds to the Gellert Park Improvements Project

Resolution 19-85, Accepting And Appropriating Measure K Grant And Authorizing City Manager To Execute Funding Agreement For The Gellert Park Improvements Project

Authorizing the City Manager to Execute a Five-Year License Agreement with Westlake School for Performing Arts (FY2019-FY2024)

Resolution 19-86, Approving Execution Of License Agreement With The Westlake School For The Performing Arts (Doelger Art Center 200 Northgate Avenue)

Amend Traffic Regulations to: (1) Install 18-ft. No Parking (Red) Zone along the south curb of Southgate Avenue, east of St. Francis Boulevard (TSR 19/60); and (2) Remove existing 20-ft. Passenger Loading/Unloading (White) Zone in front of the church's entrance and install a 50-ft. white zone along the west side of Roosevelt Avenue, south of Peoria Street, enforceable 9:30am to 4:30 pm on Saturdays and Sundays (TSR 19/62)

Resolution 19-87, Establishing Traffic Regulations

Adoption of Appropriations Limitation

Resolution 19-88, Establishing City's Appropriations Limitation For Fiscal Year 2019-2020

Landscape Maintenance Service Agreement with Loral Landscaping, Inc. for 2019/2020 Fiscal Year

Resolution 19-89, Authorizing Approval Of The Landscape Maintenance Service Agreement With Loral Landscaping, Inc. For Fiscal Year 2019/2020

Support of United States Bicycle Route 95 through Daly City

Resolution 19-90, Supporting United States Bicycle Route 95 Through Daly City

Time Extensions for Major Subdivision SUB 8-13-7731 and Design Review DR-6-16-12135 — Seven-Lot Subdivision at 55 Calgary Street

Resolution 19-91, Approving Extension Of Major Subdivision SUB-8-13-7731 And Design Review DR-6-16-12135– Seven Lot Subdivision At 55 Calgary Street

Adopt the FY2020 Capital Improvement Program Budget Update

Resolution 19-92, Adopting The Fiscal Year 2020 Capital Improvement Program Budget Update

Approving Agreement Between the Human Services Agency of San Mateo County and the City of Daly City to Extend the Term of the Core Service Agency Contract to June 30, 2021

Resolution 19-93, Authorizing Execution Of Two-Year Agreement Between The Human Services Agency Of San Mateo County And The City Of Daly City

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Authorizing the City Manager to Execute an Agreement Between the City of Daly City and the Daly City Partnership to Manage the Community Service Center

Resolution 19-94, Authorizing Execution Of Agreement Between The City Of Daly City And The Daly City Partnership To Manage And Operate The Community Service Center

Appropriation of Incentive Payment from San Mateo County EnergyWatch Program

Resolution 19-95, Appropriating Incentive Payment From San Mateo County EnergyWatch Program

Check Registers:

Check Registers for the Month of May 2019

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Notice of Lien and Special Assessment to Rental Property

Acting Director of Finance and Administrative Services Todd High presented staff's recommended action for the properties listed in the report attachment with regard to unpaid business license property taxes and penalties.

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

It was moved by Vice Mayor Sylvester, seconded by Councilmember Daus-Magbual and carried to close the public hearing.

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

Resolution 19-96, Approving Notice Of Lien And Special Assessment To Real Property

Adopt Resolution To Determine Westlake Village Apartments To Be Delinquent In Solid Waste Fees And Directing The Placement Of This Account On The County Property Tax Roll For Collection

City Attorney Rose Zimmerman presented the background timeline for the subject hearing and staff's recommended actions which included conducting a public hearing and adopting a resolution to lien real property located at 333 Park Plaza Drive.

Mayor Buenaventura opened the public hearing.

Tom Burch, attorney for Westlake Village Apartments, explained his client's position and made arguments against the recommended lien.

Mike Mahoney, General Manager of Republic Services, confirmed the rate increase levels in 2017 and 2018 as well as the billing errors, but disputed the alleged rate increases mentioned by Mr. Burch.

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It was moved by Councilmember Manalo, seconded by Councilmember Daus-Magbual and carried to close the public hearing.

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

Resolution 19-97, Determining Solid Waste Disposal Account To Be Delinquent And Directing The Placement Of Account On The County Property Tax Roll For Collection (Westlake Village Apartments)

Councilmember DiGiovanni recused herself from voting on this matter and left the Council Chambers at 7:26 PM; she returned at 8:06 PM.

AWARD OF BIDS/CONTRACTS:

Appropriate Funds and Award Construction Contract for the Daly City Traffic Signal Management System

Traffic Engineer Shirley Chan presented staff's recommendation to award a construction contract for the base bid to W. Bradley Electric Inc. for the subject project and to appropriate additional AB 1600 developer impact fees (transportation) to fully fund the project; staff addressed Council's questions.

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

Resolution 19-98, Authorizing Execution Of Construction Contract With W. Bradley Electric Inc. For The Daly City Traffic Signal Management System And Appropriation Of Additional Funds

ORDINANCES:

Second Reading, Ordinance No. 1429, Amendment to Zoning Ordinance Re: 3001 Geneva Avenue

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

Ordinance 1429, Amendment to Zoning Ordinance Re: 3001 Geneva Avenue

REPORTS:

Council Committee

Bayshore Revitalization/Cow Palace (Manalo/Sylvester)
Jefferson Elementary School District (Daus-Magbual/DiGiovanni)
City/County Association Governments (C/CAG) (Daus-Magbual)
SFO Roundtable (DiGiovanni)
Commute.org (DiGiovanni)

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City Council:

The Council gave reports on their activities, meetings, and events for the period covering May 28th through June 23rd which included: the Filipino American Law Enforcement Officers Association (FALEO) Scholarship Awards Dinner, and, the annual Philippines Independence Day flag-raising at City Hall with Supervisor Canepa.

ADJOURNMENT:

At 9:00 PM, Mayor Buenaventura adjourned the meeting in memory of Willis Garriot, Bruce Frank Marovich, Tara O’Sullivan, Elizabeth Ibardolaza-Igtanloc, Peter Carr, Joanne Prosek, and Zi Qen Tan.

Approved as submitted, this _____ 8th
day of _____ July _____, 2019.

City Clerk

Mayor



City Council Agenda Report

Item # _____

Meeting Date: July 8, 2019

Subject: Notice of Completion for the Hickey Boulevard/Campus Drive Crosswalk Improvements Project

Recommended Action

Staff recommends that the City Council accept the improvements completed in compliance with the construction contract for the Hickey Boulevard/Campus Drive Crosswalk Improvements Project.

Background

In May 2017, the Jefferson Union High School District Board of Trustees approved the construction of Summit Shasta Charter High School on Campus Drive with vehicle access from Hickey Boulevard only. The new Charter School facility would serve approximately 400 students in grades 9-12. With the school facility opening, the demand for both pedestrian traffic across Hickey Boulevard as well as vehicle traffic at the intersection, was expected to increase. The addition of more pedestrians and vehicles at the intersection of Hickey Boulevard and Campus Drive results in increased vehicle/pedestrian conflicts.

On July 23, 2018, the City Council awarded a construction contract to Columbia Electric, Inc. to improve the intersection for pedestrian safety. The project modifies the existing traffic signal at the intersection to include a new pedestrian phase across Hickey Boulevard and installs new ADA compliant curb ramps as well as a new sidewalk at the relocated SamTrans bus stop on the south side of Hickey Boulevard. As a condition of approval, the new school was required to contribute \$50,000 for its share of the proposed improvements.

Discussion

Columbia Electric, Inc. of San Leandro, California has completed all improvements required by the construction contract documents for a total amount of \$148,759.89, including one change order in the amount of \$13,493.99. The original contract award was for \$135,265.90. The change order was issued to perform additional pothole work for utilities at the intersection and to adjust the bid item quantities to the actual quantities. The total dollar value of the change order is ten percent of the original Contract Award, which is within the twenty percent contingency approved for the project.

Fiscal Impact

The contract was completed in the total amount of \$148,759.89 with funds available in the Capital Improvement Program (CIP) project account 17-312-618-4509. No additional appropriation is need for this recommendation.

**Notice of Completion for the Hickey Boulevard/
Campus Drive Crosswalk Improvements Project**
Meeting Date: July 8, 2019
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Summary/Conclusion

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

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

Respectfully submitted,



Shirley Chan
Traffic Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments: Notice of Completion and Resolution

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

(HICKEY BOULEVARD/CAMPUS DRIVE CROSSWALK IMPROVEMENTS PROJECT)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and Columbia Electric, Inc., 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:

HICKEY BOULEVARD/CAMPUS DRIVE CROSSWALK IMPROVEMENTS PROJECT

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

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

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: July 8, 2019
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:

HICKEY BOULEVARD/CAMPUS DRIVE CROSSWALK IMPROVEMENTS PROJECT

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

Columbia Electric, Inc.
1980 Davis St.
San Leandro, CA 94577

Dated: _____

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

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

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF _____ } 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: July 8, 2019

Subject: Master License Agreement with GTE Mobilnet of California DBA Verizon Wireless

Recommended Action

Recommend the City Council approve and authorize the City Manager to execute a Master License Agreement with GTE Mobilnet of California Limited Partnership D/B/A Verizon Wireless.

Background

GTE Mobilnet of California, doing business as Verizon Wireless ("Verizon"), designs, owns and operates wireless communication facilities to deliver wireless services to their customers. Verizon commonly provides its services by installation of "small cells". Mounted on street lights, utility poles, buildings and other structures, small cell technology is deployed by wireless service providers to provide network coverage to localized areas. Most members of the public are already familiar with taller, high-power "macro" towers that keep the network signal strong across large distances, whereas small cells suit more densely developed cities like Daly City.

Small cell facilities are commonly placed on utility poles and streetlights 50 feet or shorter in height. Antennas and associated equipment are commonly located 20-40 feet above the ground level and consist of a compact set of facilities. The small cell antennas are usually deployed in areas that cannot be effectively served by traditional macro cell, or areas that may have coverage but not enough capacity. A small cell is not intended to replace macro cell sites, but to fill in areas that do not have sufficient capacity.

Under state law, wireless providers are deemed a utility and have all the rights of telecommunication utilities to use the public rights-of-way under Public Utilities Code Section 7901. According to Public Utilities code Section 7901, wireless carriers are allowed to have installations in the public right-of-way, but municipalities "shall have the right to exercise reasonable control as to the time, place, and manner in which roads, highways, and waterways are accessed."

The City currently owns most of the streetlights throughout the City. In addition to City-owned streetlights, there are numerous wooden utility poles owned by Pacific Gas and Electric Company and other utility providers. Although wireless service providers are allowed by state and federal laws to install their facilities on wooden utility poles, or to construct their own new poles in the public right-of-way, a Master License Agreement is required in order for Verizon to install small cell facilities on City-owned street light poles.

In addition, a Master License Agreement allows the City to retain both placement and aesthetic control over the small cell facilities, and also authorizes the payment of a pole fee to be collected by the City.

Discussion

The proposed Master License Agreement with Verizon would establish the procedures, terms and conditions under which they would obtain individual pole encroachment permits. Verizon will need to obtain encroachment permits and building permits, as well as meet the Planning Division Design Guidelines, prior to the installation of the small cell facilities. The individual encroachment permits, once finalized, would be incorporated into the Master License Agreement and be subject to all of the terms and conditions of the Master License Agreement, including insurance and indemnification provisions. The proposed agreement would facilitate Verizon's planned initial installation of 14 wireless small cell facilities on various City-owned streetlights, and would allow for future phases of installation as approved by the City.

Under the Master License Agreement, Verizon will pay to the City an annual fee of \$270 per pole, an amount established by the Federal Communications Commission (FCC), plus an annual 2% increase. The agreement would be valid for ten (10) years, with successive ten-year extensions unless terminated by either party in accordance with the terms of the agreement.

Environmental Impact

Installation of small cell facilities on existing street light poles is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15302 and 15303 of the Guidelines for CEQA. The proposed antennas to be mounted on existing poles or replacement poles would qualify as minor modifications.

Fiscal Impact

The annual fee set by the FCC is \$270 per pole, plus an annual 2% increase. Verizon proposes to install 14 wireless small cell facilities. The City would anticipate annual revenues of approximately \$3,780 under the terms of the agreement plus an annual 2% increase. Additional sites constructed at a later date would be subject to additional pole fees under the terms of the agreement.

All other permit fees will be paid for by Verizon.

Summary/Conclusion

Recommend the City Council approve and authorize the City Manager to execute a Master License Agreement with GTE Mobilnet of California Limited Partnership D/B/A Verizon Wireless.

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

Respectfully submitted,

Handwritten signature of Kevin Fehr in black ink.

Kevin Fehr
City Engineer

Handwritten signature of Richard Chiu, Jr. in black ink.

Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Master License Agreement

**MASTER LICENSE AGREEMENT FOR USE OF AGREEMENT BETWEEN
THE CITY OF DALY CITY AND GTE MOBILNET OF CALIFORNIA LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS.**

This Master License Agreement ("Agreement") is entered into as of _____, 2019 ("Effective Date") by and between the City of Daly City, a municipal corporation (the "City"), and GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless ("Permittee"). City and Permittee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Permittee is authorized to provide telecommunication services within the state of California; and,

WHEREAS, Permittee desires to construct, install and maintain telecommunications equipment consisting of small wireless facilities and related appurtenances (the "Facilities"), attached to City infrastructure within the public right-of-way within the City; and

WHEREAS, the City has the authority to regulate the terms and conditions for the use of Public Rights-of-Way consistent with applicable law;

WHEREAS, Subject to the terms and conditions of this Agreement and further subject to the City's good faith determination that the Permittee Facilities will not unreasonably interfere with the City's duty to serve its municipal utility customers or will not adversely affect the City's obligation to otherwise provide for and protect the public health, safety and general welfare, the City is willing to grant to the Permittee a non-exclusive license to attach and/or install the Permittee Facilities on certain Poles subject to the conditions and limitations that the City may impose from time to time as permitted by applicable law and this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the adequacy of which is hereby acknowledged, the City and Permittee agree as follows:

**ARTICLE 1
INSTALLATION OF THE FACILITIES**

1.1 Permitted Installation. The City grants to the Permittee a non-exclusive license to access and use certain street light poles and other City owned infrastructure (collectively, the "City Poles") within the City's Right-of-Way ("ROW") during the term of this Agreement. Permittee may, at its sole cost and expense, locate, place, attach, install, operate, use, control, repair, upgrade, enhance and maintain the Facilities in the City's Right of Way ("ROW"). Under the terms of this Master License Agreement, Permittee shall obtain individual Encroachment

Permits for sites it wishes to use for installation of the Facilities in accordance with Section 1.6.1. Parties shall maintain a list of approved Encroachment Permits for specific City Poles, and the list shall be subject to the terms and conditions of this Master License Agreement.

Without waiving rights under applicable law, Permittee will make reasonable efforts to utilize City Poles for its Facilities prior to placing any new poles within the City's ROW. In utilizing City Poles, it may be necessary to remove and replace such poles to accommodate Permittee's Facilities. All costs associated with the removal and replacement of such poles will be at Permittee's full expense.

1.2 Reserved.

1.3 Scope of Installation. Permittee shall not obstruct or interfere in any manner with the Public ROW, Public Utility Easements, private rights-of-way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliners, Multichannel Video Service facilities, and other telecommunications, utility and municipal property or facilities existing at the time of Permittee's installation without the express written approval of the City and/or other owner(s) of the affected property or properties; provided, however, subject to Section 3.1, any projects or improvements commenced following installation of Permittee's Facilities shall be designed to reasonably minimize interference with Permittee's Facilities and operation thereof.

1.4 Limitation of Installation. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in the Permittee a perpetual interest in land or the City's ROW or public utility easements, including without limitation, any fee, leasehold interest, easement, or franchise rights; provided, however, nothing in this Agreement shall eliminate any such rights.

1.5 Compliance with Laws. This Agreement is subject to any and all applicable Laws and the parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the parties to this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement, including but not limited to federal and state law.

If during the term of the Agreement, a court of competent jurisdiction issues a final, non-appealable order vacating the Declaratory Ruling issued by the Federal Communications Commission on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088) ("Wireless Infrastructure Order"), the annual attachment rate of \$270 set forth herein shall be replaced by a new rate ("New Attachment Rate") agreed upon by the Parties, and the Parties shall immediately work in good faith to develop the New Attachment Rate. The New Attachment Rate shall be consistent with all applicable federal, state and local laws, rules, regulations, orders or similar requirements, adopted or applied by any governmental authority with jurisdiction over the subject matter hereof ("Applicable Law"). If, after sixty (60) days, the Parties cannot agree on a New Attachment Rate, they

shall submit the matter to, and have it decided by, binding arbitration of a single, mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association. The New Attachment Rate shall take effect immediately upon the arbitrator's decision and shall apply as of the date the Wireless Infrastructure Order was vacated. If the New Attachment Rate is greater than \$270, Permittee will pay to the City the difference from the date the Wireless Infrastructure Order was vacated to the date of the arbitrator's decision. If the New Attachment Rate is less than \$270, the City shall credit Permittee the difference from the date the Wireless Infrastructure Order was vacated to the date of the arbitrator's decision.

1.6 Permits. Permittee shall obtain any ministerial permits relating to the installation of the Facilities to the extent required by Law, including without limitation, those permits listed below (the "Permits"). Permittee shall submit to the City's Public Works Department, prior to installation, an application, for review and conceptual approval of the proposed installation Equipment, which approval shall be in compliance with the Wireless Infrastructure Order and, moreover, shall not be unreasonably withheld, conditioned or delayed. All permitting fees shall be in compliance with the Wireless Infrastructure Order and based upon a reasonable approximation of objectively reasonable and actual costs incurred by the City in accordance with applicable federal and state law.

1.6.1 Encroachment Permits. Permittee shall obtain any necessary Encroachment Permits from the City for the installation of the Facilities and for any other work within the City's ROW if required by the City's Municipal Code ("Code").

1.6.2 Building Permits. Permittee shall obtain any necessary building permits from the City for the installation of the Facilities and for any other work within the City's ROW if required by the Code.

1.6.3 Compliance with Permits. All work within the City's ROW shall be performed in strict compliance with the applicable Permits and all applicable regulatory requirements.

1.7 Records and Field Locations. Permittee shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole expense, the locations of its underground Facilities upon notification in accordance with the requirements of Section 4216 of the California Government Code, as it now reads or may hereinafter be amended.

- (a) Permittee shall maintain accurate maps and improvement plans of said Facilities located within the City. The maps and plans are to accurately show in detail the location, size and description of all facilities as constructed. Prior to City acceptance of the work, Permittee shall deliver to the office of the Public Works Department free of charge, and at any subsequent time, upon request, to other third parties interested in performing work within Public Right-of-Way for a reasonable charge upon request and within thirty (30) days after such request, such maps and plans of all Facilities installed in said Public Right-of-Way.
- (b) Permittee shall install a locator wire in conjunction with its construction of the subsurface Facilities pursuant to this Agreement.

1.8 Coordination of Excavation with Other Permittees. Upon request from the City, and at least thirty (30) days prior to commencing excavation work in the City's ROW pursuant to this Agreement, Permittee shall notify in writing, on a form approved by the City, other existing or potential users ("User") of the City's ROW which are (a) shown on the list of users maintained by the City; and (b) are likely to be affected by such excavation work. The notice shall describe the work to be performed, the specific ROW of the City that will be used, and the time when such work will be performed. Each User receiving such notice shall have thirty (30) days from the date thereof to inform in writing Permittee and the City that such User desires to perform work jointly with Permittee. To the extent reasonably feasible, and subject to Permittee and User entering into a written agreement for such work and/or use, Permittee shall coordinate its work with any User who timely informs Permittee that it desires to perform work jointly in the City's ROW, provided that such User obtains any required ROW agreement and permits from the City as required by the Code before such User performs any work in the City's ROW, including the installation of any facilities, or uses any facilities installed by Permittee on their behalf. Nothing in this Section 1.6 is intended to cause delays to Permittee's construction schedule.

1.9 Fee. Permittee is solely responsible for the payment of all lawful fees in connection with Permittee's performance under this Agreement, including those set forth below.

- (a) **Fee.** To compensate the City for any costs incurred as a result of Permittee's entry upon and deployment within the ROW, Permittee shall pay to the City an annual fee ("Pole Fee") that consists of Two Hundred Seventy and 00/100 Dollars (\$270.00) for each City Pole upon which Permittee's Facility has been installed pursuant to this Agreement. The Pole Fee is subject to an annual increase of two percent (2%). No charge or fee shall be due for Facilities located on a third party pole or for Permittee to install its own pole in the City ROW.

The Pole Fee shall be prorated as appropriate and shall be multiplied by the number Poles upon which Permittee's Facility has been installed as of December 1st of the calendar year for which the Pole Fee is being paid. The Pole Fee shall be due and payable annually by January 1st of the calendar year for each Pole operated by Permittee on which Permittee Facilities are attached.

ARTICLE 2

TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall be for ten (10) years beginning on the Effective Date of this Agreement and shall continue for successive ten (10) year periods unless Permittee delivers to the City a written termination notice within one hundred eighty (180) days prior to the scheduled termination. The term of any Encroachment Permit granted pursuant to this Agreement shall be coextensive with the Term of this Agreement.

2.2 Termination of Use.

- 2.2.1 By Permittee.** Notwithstanding Section 2.1 above, Permittee may terminate its use of any or all of the Facilities by providing the City with sixty (60) days prior written notice. Upon termination by Permittee, provisions related to the removal

of the Permittee Facilities as set forth in Section 3.2 of this Agreement shall apply, and the City shall have the right to recover any uncollected Fees.

2.2.2 By City. In the event Permittee has failed to cure a material default of this Agreement within sixty (60) days after it received City's written notice of such default, provided, however, no such failure will be deemed to exist if Permittee has commenced to cure such default within 60 days and provided that such efforts are prosecuted to completion with reasonable diligence as reasonably determined by the Public Works Director, City may terminate the specific Encroachment Permit associated with the uncured default upon thirty (30) days written notice to Permittee and City shall suspend review of any pending Applications and decline to grant Encroachment Permits for additional Facilities under this Agreement until all such defaults are cured.

2.2.3. City may terminate the entire Agreement and all Encroachment Permits for cause upon sixty (60) days written notice to Permittee. Termination for cause means: (i) the Permittee has failed to cure a default of this Agreement which affects all of the City Poles within sixty (60) days after it received City's written notice of such default, provided, however, no such failure, will be deemed to exist if Permittee has commenced to cure such default within 60 days and provided that such efforts are prosecuted to completion with reasonable diligence as reasonably determined by the Public Works Director; (ii) the CPUC, the FCC, or other agency exercising jurisdiction over Permittee has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked Permittee's approval, authorization, certification or license to operate the Permittee's Facilities; or (iii) Permittee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal.

2.3. **Lapse of Agreement.** This Agreement shall automatically terminate in the event the Permittee fails to submit an application and obtain all necessary permits to install Facilities within one year from the Effective Date of this Agreement.

ARTICLE 3 REMOVAL AND RELOCATION

3.1 **Removal Due to Public Project.** To the extent permitted by Law, upon receipt of a written demand from the City pursuant to this Article 3, Permittee, at its sole cost and expense, shall remove and relocate any part of the Facilities, constructed, installed, used and/or maintained by Permittee under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Facilities is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone

lines, cable television lines and tracks; (b) because any part of the Facilities is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities; or (c) to protect or preserve the public health and safety. Except in the case of (b) and (c) above, the City shall provide at least sixty (60) days prior notice to Permittee and, in each case, City shall cooperate with Permittee in relocating any portion of the Facilities removed pursuant to this Section 3.1 to an alternate location owned by the City. Notwithstanding the foregoing, if the City issues a permit subsequent to the effective date of this Agreement to a private developer or third party (other than other wireless carriers), and such work contemplated under the permit requires the removal or relocation of any of Permittee's equipment subject to this Agreement, temporary or otherwise, Permittee shall cooperate with any such request and Permittee's costs shall be borne by the developer or third party. In no event shall the City be liable for the costs of any removal or relocation required under this section.

3.2 Removal Due to Termination. Except to the extent not permitted by Law, no later than one hundred eighty (180) days after termination of this Agreement pursuant to the provisions of this Agreement, Permittee shall, at its sole cost and expense, remove the Facilities and, if such removal disturbs the City's ROW, restore the City's ROW to its original condition, reasonable wear and tear excepted. Alternatively, the City may allow Permittee, in the City's sole and absolute discretion, to abandon the Facilities, or any part thereof, in place and convey it to the City.

3.3 Abandonment. In the event Permittee ceases to operate or maintain and abandons the Facilities, or any part thereof, for a period of ninety (90) days or more, Permittee shall, at its sole cost and expense and no more than 30 days after expiration of the 90-day time period herein, vacate and remove the Facilities or the abandoned part thereof. If such removal disturbs the City's ROW, Permittee shall also, at its sole cost and expense, restore the City's ROW to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Permittee to the City's ROW. Alternatively, the City may allow Permittee, in the City's sole and absolute discretion, to abandon the Facilities, or any part thereof, in place and convey it to the City.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Electricity Use. Permittee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Permittee at its sole cost and expense shall obtain an independent meter from the servicing utility company and remit all service charges directly to the servicing utility company. Notwithstanding the foregoing, City, may, if determined by the Public Works Director to be feasible, provide access to City's circuits to allow Permittee to obtain electricity for the operation of Permittee's Facilities with such electricity being paid for by Permittee.

4.2 Maintenance and Repair. Permittee shall, at Permittee's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Facilities in good condition and appearance, and in compliance with all applicable Laws. In the event any part of the Facilities requires replacement because such part cannot be repaired, Permittee shall, at Permittee's sole cost and expense, replace the irreparable part of the Facilities.

4.3 **Repair of ROW.** Permittee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities to the extent caused by Permittee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Facilities in the City's ROW ("Permittee's Activities"). Permittee shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Permittee's obligations under this Section 4.3 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Permittee to the City.

4.4 **Bond.** Permittee shall provide a bond in an amount determined by the City to represent the reasonable estimated cost of Permittee's obligations under Sections 3 and 4 of this Agreement, which the City may require Permittee to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Permittee's obligations under Sections 3 and 4.

ARTICLE 5

TAXES

5.1 **Taxes.** Permittee agrees that it will be solely responsible for the payment of any and all lawful taxes, fees and assessments levied on its use and maintenance of the Facilities. Pursuant to Section 107.6 of the California Revenue and Taxation Code, the City hereby advises, and Permittee recognizes and understands, that Permittee's use of the City's ROW may create a possessory interest subject to real property taxation and that Permittee may be subject to the payment of real property taxes levied on such interest.

ARTICLE 6

INDEMNIFICATION

6.1 **Indemnity.** Permittee shall indemnify, defend, and hold harmless the City, its councilmembers, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent caused directly or proximately, in whole or in part, by the negligence or willful misconduct of the Permittee, its directors, officers, employees, agents, contractors, subcontractors and representatives, arising in whole or in part, from the Permittee's negligent construction, installation, operation, maintenance or repair of Permittee's Facilities, except to the extent arising from or caused by the negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors. The City shall promptly notify Permittee of any claim, action or proceeding covered by this Section 6.1. Permittee will in no event be liable for indirect, punitive, or consequential damages. The Permittee shall promptly advise the City of all known claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the negligent construction, maintenance or repair of Permittee's Facilities.

6.2 **Limitation of City's Liability.** The City will be liable only for the cost of repair to damaged portions of the Permittee's Facilities arising from the negligence or willful misconduct of City, its council members, officers, employees, agents, or contractors.

6.3 Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other Party or any customer or third party or any other person for lost profits or other business interruption damages of that Party's customers, advertisers, users, clients, licensees, or any other person, firm, or entity, and the Parties agree to indemnify and hold each other harmless in such regard.

ARTICLE 7 INSURANCE

7.1 **Insurance Requirements.** Permittee shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Article.

(a) **Insurance.** Permittee shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Commercial General Liability Insurance, with limits of \$2,000,000 per occurrence for bodily injury (including personal injury, death), and property damage and \$2,000,000 general aggregate including personal and advertising injury resulting from wrongful or negligent acts by Permittee.

(ii) **Automobile Liability:** A policy or policies of Commercial Vehicle Liability Insurance covering all owned, non-owned and hired vehicle used to perform work under this Agreement in the amount of \$1,000,000 combined single limit per each accident for bodily injury and property damage.

(iii) **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 each accident/disease/policy limit.

(b) **Other Insurance Provisions.** The policies shall contain the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be included as additional insureds as their interests may appear under this Agreement on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Permittee's required insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any

insurance or self-insurance maintained by the Insureds shall be in excess of Permittee's required insurance and shall not contribute with it.

(3) Any failure of Permittee to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds.

(4) Permittee's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Permittee in the City's ROW.

(iii) Upon receipt of notice from its insurer(s), Permittee shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage that is not replaced.

(c) **Acceptability of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-VII.

(d) **Verification of Coverage.** Permittee shall furnish the City Attorney's Office with certificates of insurance required by this Article 7. The certificates for each insurance policy are to be signed by an authorized representative of the insurer. All certificates are to be received and approved by the City before work commences.

(e) **Secondary Parties.** In the event Permittee hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Facilities, Permittee shall require the Secondary Parties to obtain and maintain insurance similar in form and substance as required by Section 7.1 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 **No Waiver.** The parties do not intend, and nothing in this Agreement shall be interpreted as, a waiver of any of Permittee's rights under state and/or federal law, including, but not limited to, Public Utilities Code section 7901 and 7901.1 and Government Code section 50030.

8.2 **Nonexclusive Use.** Permittee acknowledges that this Agreement does not provide Permittee with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities provided any such equipment or devices permitted after installation of Permittee's Facilities does not interfere with Permittee's Facilities. Permittee acknowledges that the City may make information available to other providers of communications services concerning the presence or planned deployment of the Facilities in the City's ROW. Applications received by the City regarding the same Pole or location will be

processed by the City on a first-come, first-served basis. First-come, first-served priority shall be determined according to the Applicant who is determined to have first submitted a complete Application.

8.3 Lapse of Application. Authorization or approval to the Permittee to attach to City Poles shall terminate without further notice to the Permittee should the Permittee fail to commence construction of Permittee's Facilities to the Pole within one hundred eight days (180) of issuance of an encroachment permit.

8.4 Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Daly City
Attn: City Manager
333 90th Street
Daly City, CA 94015

With a copy to:
Rose Zimmerman
City Attorney
333 90th Street – 3rd Floor
Daly City, CA 94015

Permittee:
GTE Mobilnet of California LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

8.5 Transfers. Permittee shall provide thirty (30) days' prior written notice to the City prior to any transfer of any part of the Facilities to a third party. An assignment shall not be effective until the proposed transferee agrees in writing to comply with and be subject to all the terms and conditions of this Agreement and the Code. Without limiting any provision in this Agreement to the contrary, Permittee may in the ordinary course of its business and without the prior written consent of or notice to the City: (a) lease the Facilities, or any portion thereof, to another person; (b) grant an indefeasible right of user interest in the Facilities or any portion thereof to another person; or (c) offer or provide capacity or bandwidth from the Facilities to another person; (d) assign this Agreement or any license granted hereunder to any entity which controls, is controlled by or which is under common control with Permittee or to any entity acquiring all or substantially all of the assets of Permittee in the market where the Facilities are located provided that whether Permittee does any of these three things listed in (a) – (c) of this section, it or one of

its affiliates must at all times retain exclusive control over the Facilities and remain responsible for locating, servicing, repairing, maintaining, replacing, relocating, or removing the Facilities pursuant to the provisions of this Agreement.

8.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

8.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

8.8 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

8.9 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the federal court with jurisdiction over the City of Daly City or the state courts located in San Mateo County, California.

8.10 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, and waiver shall survive termination of this Agreement.

8.11 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

8.12 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Agreement waives the effect of such statute.

8.13 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

8.14 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

City of Daly City, a municipal corporation

Permittee

By: _____
Shawwna Maltbie
City Manager

GTE Mobilnet of California Limited
Partnership d/b/a Verizon Wireless

By: Cellco Partnership
Its: General Partner

By: Scott Stewart

Name: Scott Stewart

Title: Director-Network

Date: 6/28/19

ATTEST:

City Clerk

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney



City Council Agenda Report

Item # _____

Meeting Date: July 8, 2019

Subject: Amend Traffic Regulations to: Install Stop signs at the Intersection of Shakespeare Street and Rhine Street. (TSR 19/43)

Recommended Action

Recommend the City Council amend the City's traffic regulations to install stop signs on Shakespeare Street at Rhine Street.

Background

On June 13, 2019, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulation.

Discussion

Staff received a request from a resident for stop signs at the intersection of Shakespeare Street and Rhine Street. The intersection currently does not have any stop controls at any of the approaches. It is recommended that stop signs be installed on the east and west approaches at the intersection. Staff collected counts on the two streets and the results indicated that Rhine Street carries more vehicles per day than Shakespeare Street. Although the vehicle counts do not meet the thresholds for stop controls at the intersection, the stop signs are recommended because it is the only intersection in the neighborhood without any controls at any of the approaches. Drivers in the area would ordinarily expect each intersection to have stop controls on at least two of the four approaches, and therefore the stop signs are recommended for Shakespeare Street to add control to the approaches that see fewer vehicles.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 01-314-330-4241 for the current Fiscal Year 2019-2020.

Summary/Conclusion

Recommend the City Council install stop signs on Shakespeare Street at Rhine Street.

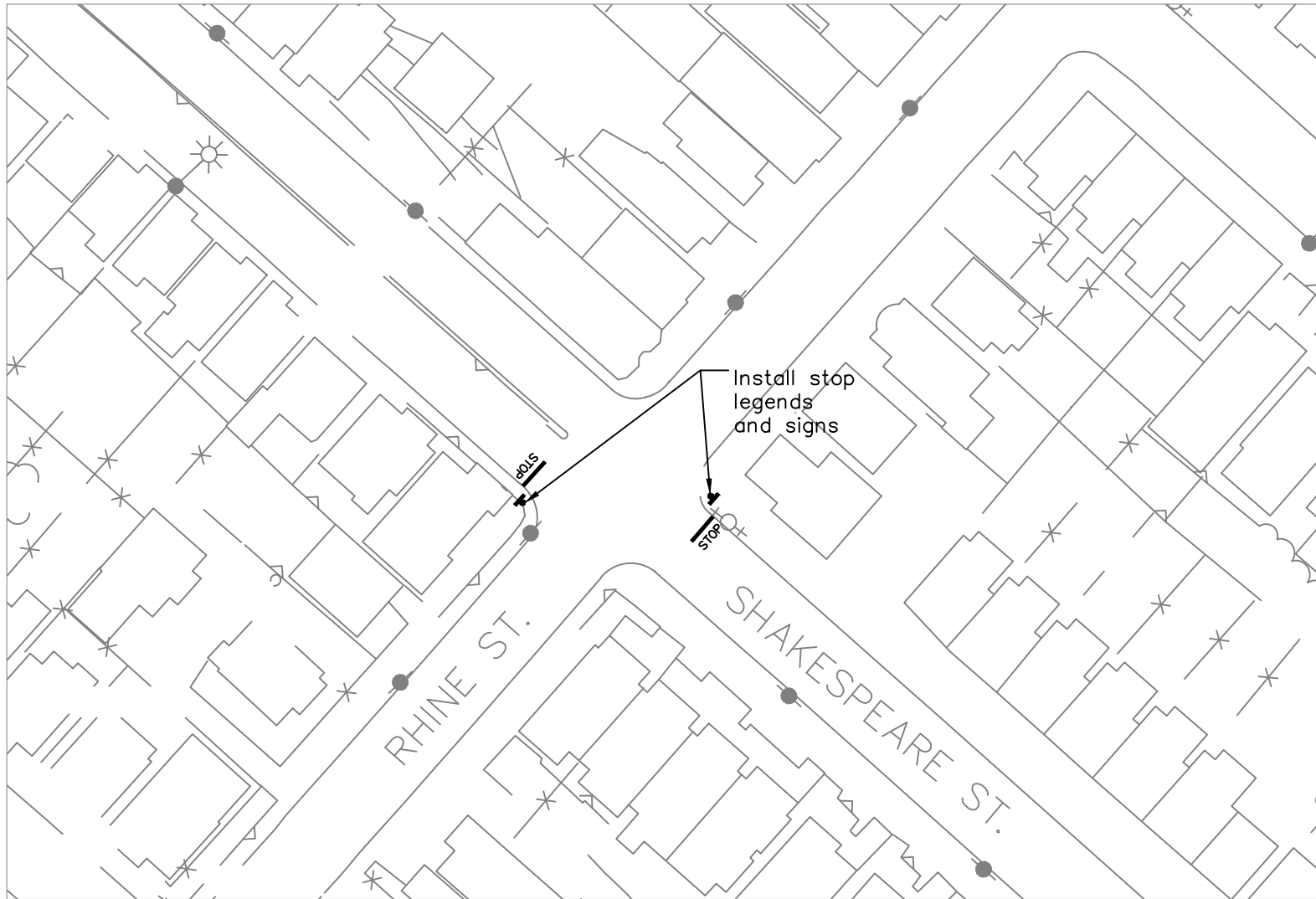
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Shirley Chan
Traffic Engineer

Richard Chiu, Jr.
Director of Public Works

Attachment: Traffic Improvements Location Map



TSR 19-43



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
Rhine Street/Shakespeare Street

DESIGNED	AT	DATE	06/19	APPROVED	CITY ENGINEER
CHECKED	SCY	SCALE	NTS		
REVISION	AT	SURVEY NO.		SHEET NO. 1 OF 1	TSR 19-43 DRAWING NUMBER



City Council Agenda Report

Item # _____

Meeting Date: July 8, 2019

Subject: Authorization to Submit an Application for Transportation Development Act Article 3 Grant Funds

Recommended Action

Recommend the City Council authorize staff to submit an application to the City/County Association of Governments of San Mateo County (C/CAG) for Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle grant funds for additional pedestrian improvements for the Mission Street Streetscape project.

Background

The TDA Article 3 program provides funding for various pedestrian and bicycle improvement projects. Daly City has previously received funding for bike lanes on Callan Boulevard and Southgate Avenue, bulb-outs at the intersection of Southgate Avenue and Westmoor Avenue and bike lanes and bulb-outs on Geneva Avenue. Daly City was also successful in securing TDA Article 3 funding for the Central Corridor Bicycle and Pedestrian Safety Improvement project, currently in design.

\$1.95 million of TDA Article 3 funds is available for the 2019/20 fiscal year cycle for projects within San Mateo County. Each jurisdiction is limited to one (1) capital project application, and funding is limited to \$400,000 for each capital project.

Funds are awarded based on the following criteria:

1. Readiness of project
2. Support for project from the community, local Bicycle/Pedestrian Advisory Committee (B/PAC), City Council, schools, citizens and other agencies
3. Consistency with the San Mateo County Comprehensive Bicycle and Pedestrian Plan
4. Potential to improve safety for bicycle and/or pedestrian travel

Although the City is not required to have matching funds, the grant program provides more points to projects with a higher local match. TDA applications for the 2019/20 fiscal year are due to C/CAG on July 25, 2019.

Discussion

On June 25, 2018, City Council accepted and appropriated \$810,000 of Measure A grant funds from the San Mateo County Transportation Authority's 2017 Pedestrian and Bicycle Program and appropriated \$90,000 of AB1600 Transportation funds to cover the City's required local match for the Mission Street Streetscape Project. The Mission Street Streetscape Project is a pedestrian safety project for the Mission Street corridor between Crocker Avenue and Templeton Avenue.

Subject: Authorization to Submit an Application for Transportation Development Act Article 3 Grant Funds

Meeting Date: July 8, 2019

Page 2 of 2

The project will replace the existing concrete medians with wider landscaped medians by narrowing travel lanes, and the median noses will be extended further into the intersections to provide a pedestrian median refuge. The narrower vehicle lanes will have a calming effect and encourage motorists to drive slower. Additional improvements include a storm water treatment bulb-out at the intersection of Goethe Street and Mission Street, high visibility crosswalks and improved pedestrian signage within the limits of work.

With this TDA application, staff is applying for funds to add additional pedestrian safety improvements for the project. Staff proposes to include additional pedestrian bulb-outs at Wilson Street, Goethe Street, and Rice Street to shorten pedestrian crossings. Staff is also proposing to lengthen the existing northbound bus stop at Rice Street, which was observed to be too short to accommodate Muni's articulated buses, resulting in buses obstructing the Rice Street crosswalk. Finally, staff is proposing to add pedestrian scale lighting at pedestrian crossings throughout the corridor and a rapid rectangular flashing beacon at the intersection of Mission Street and Goethe Street.

The estimated construction cost for these additional improvements is \$450,000. The TDA Article 3 grant request would be for the maximum \$400,000 with an additional \$50,000 provided by the City in local matching funds.

Fiscal Impact

No additional appropriation is needed at this time. Should the City be successful in securing the grant funds, staff would request the City Council appropriate the grant funds and the required local match. 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 source.

Summary/Conclusion

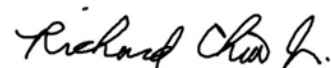
Recommend that the City Council authorize staff to submit an application for TDA Article 3 grants for funding additional pedestrian safety improvements for the Mission Street Streetscape project.

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

Respectfully submitted,



Jimmy Fu
Civil Engineering Associate



Richard Chiu, Jr.
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 8, 2019

**Subject: Public Hearing – National Pollutant Discharge Elimination System
Local Stormwater Program Regulatory Fee**

Recommended Action

Staff recommends the City Council adopt a resolution maintaining the existing National Pollutant Discharge Elimination System (NPDES) regulatory fee necessary to fund City of Daly City local program activities required under the State mandated Stormwater Management Plan and authorize the City Manager to enter into a contract with the County of San Mateo for the collection of the NPDES Local Stormwater Program fee.

Background

The San Francisco Water Quality Control Board (Water Board) issued a consolidated Bay Area Municipal Regional Stormwater Permit (MRP) on November 19, 2015, with an implementation date of January 1, 2016. The MRP conditions cover municipal stormwater management activities over the five years of the permit. The City/County Association of Governments (C/CAG) continues to administer the General Program components, while each municipality is responsible for performing specific program activities.

Discussion

As part of the City's Biennial Budget, staff anticipated the continuation of the current regulatory fee enacted under Ordinance No. 1219 in 1995 to finance a portion of the locally specific program activities required under the conditions of the MRP and the San Mateo County Water Pollution Prevention Program. Public Works staff estimates the local stormwater program field maintenance cost for Fiscal Year 2020 at \$514,781. This amount is derived from total personnel, equipment rental and inspection services costs as set forth in the enclosed program description.

The fees originally established are based on a nexus between parcel size and land use, with a base factor assigned to the single family/duplex parcel as it is the predominant land use in Daly City. The fees assessed to property owners for Daly City's local program have not increased over the past 23 years and they remain as originally establish at:

Single Family/Duplex	\$9.80/APN
Multi-Family (3-10 units)	\$19.60/APN
Multi-Family (11-20 units)	\$36.76/APN
Unimproved Land	\$4.90/APN
Commercial/Retail/Manufacturing	\$56.84/APN, EDU
Condominiums	\$4.90/APN

All other categories of use are assigned a factor compared to the single family/duplex rate and take into account frontage, impervious surface coverage and vehicle trips to allocate costs proportionately.

Fiscal Impact

The fees collected are estimated to generate approximately \$465,000 in revenue towards program costs. Currently, local stormwater program activity costs exceed the revenue derived from the property assessment due to cost escalation over time as well as the imposition of new activities since the fee was first established. With future needs to implement more Green Infrastructure type projects, an increase in the stormwater fee assessment will likely be required.

Summary/Conclusion

Public Works staff recommends re-adoption of the existing NPDES regulatory fee and authorization for the County Assessor to collect the fees on behalf of the City of Daly City on property owner's tax bills.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Chiu, Jr.", with a stylized flourish at the end.

Richard Chiu, Jr
Director of Public Works

Attachment: NPDES Justification

Department of Public Works - Street Division
NPDES Regulatory Fee (3790)
Revenue Justifications

1. Storm water pollution prevention through inspection and/or cleaning of 2181 catch basins; full trash capture devises in 80% of the catch basins; and the maintenance and repair of stormwater system's 76 miles of drainage lines. Programs include:

- Annual Catch Basin Inspection & Cleaning
- Monthly Inspections of Full Trash Capture Devises During the Rainy Season
- Silt & Debris Testing and Removal from the Vista Grande Canal
- Inclement Weather District Cleaning

		Est. Expenditures	
Areas		FY 18/19	FY 19/20
Salaries & Benefits (1)		\$ 289,446	\$ 296,682
Vehicle Cost (2)		\$ 134,958	\$ 134,958
Materials, Tools, Supplies, and Equipment Rental		\$ 21,000	\$ 21,000
Vista Grande Canal - Material Testing (\$1200), Transporting, and Dumping Fee (\$8800)		\$ 10,000	\$ 10,000
Program Administration (3)		\$ 50,870	\$ 52,141
Total for NPDES Program		\$ 506,273	\$ 514,781
Est. Revenue			
NPDES Regulatory Fee		\$ 465,650	\$ 465,650
Fund 17		\$ 40,623	\$ 49,131
Total Program Revenue		\$ 506,273	\$ 514,781



CITY OF DALY CITY MEMORANDUM

TO: The Honorable Mayor and City Council
City Manager
FROM: Rose Zimmerman, City Attorney
Date: July 8, 2019
Subject: Proposed Resolution of Support for the Commercial Development of the State-Owned land under the control of the 1-A Agricultural Association

The Mayor has directed staff to draft a resolution in support of the commercial development of the State-owned land under the control of the 1-A Agricultural Association ("1-A-DAA") also known as the "Cow Palace", for the City Council's consideration.

On June 18, 2019, the Cow Palace Board of Directors adopted a resolution stating intent to enter into a long-term development ground lease with SyWest Development for the Upper Parking lot and/or a long-term development ground lease with DECA/Wildcat Capital Management Joint Venture Group, in conjunction with the development of adjacent property owned by the City of Daly City for a significant portion of the Cow Palace property. The Board's resolution, attached for reference, supports the long-term development with DECA provided that the City of Daly City adopts a resolution of support. (*Attachment 1*)

As requested, staff prepared the attached Draft resolution for consideration by the City Council, affirming Daly City's support for the 1-A-DAA to engage in discussions for development of a significant portion of the state-owned land under its control.

The Draft Resolution as attached expresses in summary:

- For over two decades, Daly City has desired commercial development of part or all the State-owned controlled by the Cow Palace. Commercial development of the land would provide valuable improvements to the Bayshore Community and to the City at large by generating much needed jobs, housing, community service amenities, and tax revenues to the City.
- Commercial development will also provide funding for needed improvements to the Cow Palace Arena and Exhibition facilities.
- Finds that DECA is an experienced, well-capitalized real estate development firm based in San Francisco.
- Further finds, DECA has demonstrated flexibility, inclusiveness, commitment and creative thinking, and finds that the City Council is impressed with DECA's approach and vision, and is greatly encouraged by DECA's receptive, community-focused, and consensus-oriented approach.

- The draft resolution affirms support for the development of a larger scale and not just the small portion of the total land under the control of the Cow Palace.
- The draft resolution further affirms the City Council's strong support for DECA as a developer of the project.

For the City Council determination, attached is a Draft Resolution resolving above points.
(Attachment 2)

Attachments:

1. 1-A-DAA Board of Directors Resolution, June 18, 20
2. DRAFT Resolution

COW PALACE

Resolution

1-A District Agricultural Association

Excerpt from Board of Director's Meeting held on June 18, 2019.

Upon motion of Director Pantaleoni and seconded by Director Wanvig and carried, the Board resolved that the 1-A District Agricultural Association is prepared to enter into a long-term lease agreement with SyWest Development LLC for the development of the Upper Parking Lot combined with the adjacent SyWest property, **and/or** a long-term lease agreement with DECA Companies Joint Venture to develop a significant portion (the total acreage to be determined) of the entire 1-A DAA property under the following conditions:

1. The City of Daly City expresses support of the intent of the 1-A DAA to enter into negotiations to achieve the above long-term lease development agreement(s);
2. The City of Daly City cooperates with the 1-A DAA to coordinate planning for the development with the adjacent properties owned by the City of Daly City and SyWest Development; and
3. The City of Daly City, as part of its cooperative efforts in the planning process, assumes and recognizes the negotiation of the long-term lease agreement(s) with DECA is based on the premises of a) continuing State ownership of the entire existing 1-A DAA property (approximately 68 acres), b) all lease revenue derived from the development of the 1-A DAA property remain with the 1-A DAA, c) the development provides for and is consistent with the preservation and enhancement of the Cow Palace Arena and exhibit buildings, d) the plan provides for adequate parking for the events and activities that occur at these facilities and e) the control of these facilities remains with the 1-A DAA.

Certified to be a True Copy :



Lori Marshall,
Chief Executive Officer

6/19/19

ATTACHMENT 2

DRAFT RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AUTHORIZING LONG TERM LEASE AGREEMENT WITH SYWEST DEVELOPMENT LLC AND DECA COMPANIES JOINT VENTURE FOR DEVELOPMENT OF 1-A-DAA PROPERTY

WHEREAS, that the 1-A District Agricultural Association (“1-A-DAA”) is prepared to enter into a long-term lease agreement with SyWest Development LLC for the development of the Upper Parking Lot combined with the adjacent SyWest property, and/or a long-term lease agreement with Deca Companies Joint Venture (“DECA”) to develop a significant portion (the total acreage to be determined) of the entire 1-A DAA property; and

WHEREAS, on June 18, 2019, the 1-A DAA Board of Directors adopted a resolution stating its intent to develop the upper parking lot and/or a larger portion of the state-owned land, conditioned upon the City of Daly City supporting such development.

NOW, THEREFORE, THE CITY OF DALY HEREBY RESOLVES AS FOLLOWS:

1. The City Council hereby expresses support of the intent of the 1-A DAA to enter into negotiations to achieve the above long-term lease development agreement(s);
2. The City Council expresses its intent to cooperate with the 1-A DAA to coordinate planning for the development with the adjacent properties owned by the City of Daly City and SyWest Development.
3. The City Council, as part of its cooperative efforts in the planning process, assumes and recognizes the negotiation of the long-term lease agreement(s) with DECA is based on the premises of a) continuing State ownership of the entire existing 1-A DAA property (approximately 68 acres), b) all lease revenue derived from the development of the 1-A DAA property remain with the 1-A DAA, c) the development provides for and is consistent with the preservation and enhancement of the Cow Palace Arena and exhibit buildings, d) the plan provides for adequate parking for the events and activities that occur at these facilities and e) the control of these facilities remains with the 1-A DAA.
4. The City Council determines that DECA is an experienced, well capitalized real estate development firm based in San Francisco and has experience with large-scale mixed-use redevelopment of agricultural entertainment districts, as well as large-scale entertainment facilities.
5. The City Council affirms its support for DECA as a potential developer partner for the effort of development of the 1-A-DAA state owned property.
6. The City Council hereby affirms its support of efforts to develop the 1-A-DAA land, and especially encourages development of as large as scale as possible, and the City Council further affirms its strong support for DECA as a developer of this project.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2019, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: July 8, 2019

To: Honorable City Council

From: Angie Padilla, City Manager's Office

Date: July 8, 2019

Subject: Council Committee Meetings June 24 – July 7, 2019

AP

Date of Meeting:

Meeting:

In Attendance:

June 25, 2019

North County Fire Authority
JPA Board of Directors Meeting

Sylvester
Manalo
Maltbie
Myers
Lauderdale
Bravo
Pomicpic
Biermann
Solis



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: June 12, 2019

TO: See Below

FROM: Angie Padilla, City Manager's Office

REVISED

SUBJECT: MEETING NOTICE

RE: North County Fire Authority JPA Council Committee

DATE: Tuesday, June 25, 2019

TIME: 5:30 p.m.

PLACE: Training Room- 1st Floor
City Hall

ATTENDING:

City Participants:

Glenn Sylvester, Vice Mayor

Juslyn Manalo, Councilmember

Shawna Maltbie, City Manager

Ron Myers, Fire Chief

Chief Lauderdale

Chief Bravo

Chief Pomicpic

Chief Biermann

Elizabeth Solis, Admin. Assistant

cc: City Council

Other Participants: (as of June 12)

Mike O'Neill- Pacifica

Sue Beckmeyer-Pacifica

Kevin Woodhouse, City Manager, Pacifica

Madison Davis-Brisbane

Clay Holstine, City Manager, Brisbane



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

MEETING NOTICE

June 25, 2019

5:30 p.m.

RECEIVED JUN 11 2019

City Hall
Training Room - First Floor
333 90th Street
City of Daly City

AGENDA

- I. Roll Call
- II. Approval of Minutes – Meeting of June 5, 2018
- III. Election of Chair and Vice Chair
- VI. Adoption of July 2019 thru June 2020 Cost Allocation
- V. 2018 NCFA Annual Report – No Action
- VI. Board Comments – No Action
- VII. Public Oral Communication
- VII. Adjourn

North County Fire Authority

Inter-Office Memorandum

To: NCFA JPA Board Members
From: NCFA Administrative Committee
Date: May 22, 2019
Subject: 2019-2020 NCFA Costs and Allocation Model

RECOMMENDATION

It is recommended that the North County Fire Authority JPA Board adopt the attached member agencies cost allocation for fiscal year 2019-2020 with the implementation date effective July 1, 2019 and continuing to June 30, 2020.

DISCUSSION

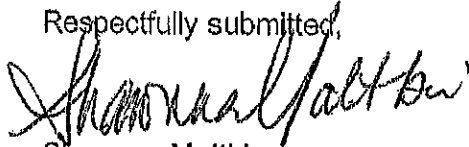
The fiscal year 2019-2020 cost allocation reflects no significant changes, just a slight increase based upon salary and benefit adjustments provided by member agencies.

CONCLUSION

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

Staff is available to answer and questions or provide clarification.

Respectfully submitted,



Shawna Maltbie
Administrative Committee Chair

Attachment

NORTH COUNTY FIRE AUTHORITY (JPA)
Cost Allocation
July 2019 to June 2020

Daly City

Overhead Staff	\$3,319,972
Fire Investigator Standby & Overtime	\$21,424
Supply Assistant	\$16,068
Battalion Chief Overtime	<u>\$107,120</u>
	<u>\$3,464,584</u>

Pacifica

Overhead Staff	\$1,062,520
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Brisbane

Overhead Staff	<u>\$163,239</u>
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Total All \$4,690,343

<u>Agency</u>	<u>Fire Companies</u>	<u>Allocation Formula</u>	<u>Cost Allocation</u>	<u>Staff Contribution</u>	<u>Distribution</u>
Brisbane	1	12.5%	\$586,293	\$163,239	(\$423,054)
Pacifica	2	25.0%	\$1,172,586	\$1,062,520	(\$110,066)
Daly City	<u>5</u>	<u>62.5%</u>	<u>\$2,931,464</u>	<u>\$3,464,584</u>	<u>\$533,120</u>
Total	8	100%	\$4,690,343	\$4,690,343	\$533,120



North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

ACTION MINUTES June 5, 2018 Meeting

Daly City City Hall
Training Room
333 – 90th Street
Daly City, CA 94015

CALLED TO ORDER

Chair Sue Digre called the meeting to order at 5:38 p.m.

I. ROLL CALL

Directors Present:

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

Directors Absent:

Mike O'Neill, Pacifica Councilmember

Staff Absent:

Clay Holstine, City Manager – Brisbane

Staff Present:

Stuart Schillinger, Admin Svcs Director – Brisbane
Patricia Martel, City Manager – Daly City
Kevin Woodhouse, City Manager - Pacifica
Ron Myers, Fire Chief – North County Fire Authority

Additional NCFA Staff Present:

Shane Lauderdale, NCFA Deputy Fire Chief
Bob Fisher, NCFA Deputy Fire Chief
Charles Pomioptic, NCFA Acting Deputy Chief
Elizabeth Solis, NCFA Administrative Assistant

II. APPROVAL OF MINUTES

Chair Digre called for a motion to approve the minutes of the June 13, 2017 meeting.

BOARD ACTION

Moved by Director Davis and seconded by Director O'Connell, to approve the June 13, 2017 minutes with amendments. Motion carried 4-0-1 with Board Member Digre abstaining, as she was not present at the last meeting.

- III. **ELECTION OF CHAIR AND VICE CHAIR – No Action Required**
Next Year

- IV. **ADOPTION OF JULY 2018 THRU JUNE 2019 COST ALLOCATION**
Fire Chief Ron Myers reviewed and answered questions on the proposed cost allocation model and plan for fiscal year 2018 – 2019.

BOARD ACTION

Moved by Director O'Connell and seconded by Director Davis, to adopt the Fiscal Year July 2018 thru June 2019 Cost Allocation. Motion carried 4-1-0 with Board member Sylvester voting "no."

- V. **2017 NCFA ANNUAL REPORT – No Action Required**
Board acknowledged report

- VI. **QUESTIONS AND ANSWERS FROM THE BOARD – No Action Required**
Director O'Connell and Chair Digre thanked the NCFA for doing a great job. City Manager Martel announced her retirement and thanked the Board and Staff for all their support.

- VII. **PUBLIC COMMENTS/ORAL COMMUNICATIONS**
None

- VIII. **ADJOURN**
There being no further business to come before the Board, Chair Digre adjourned the meeting at 5:59 p.m.

BOARD ACTION

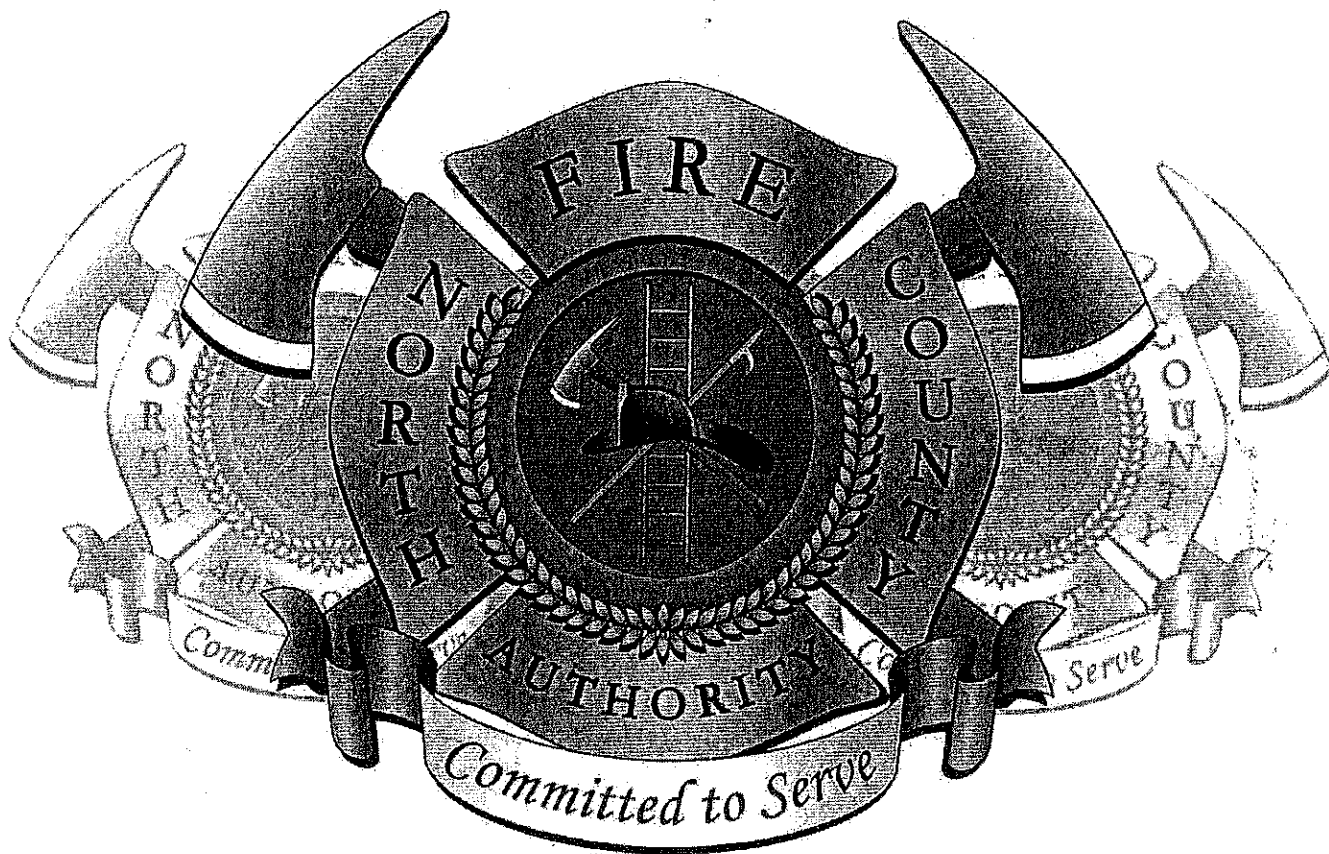
Moved by Director Digre and seconded by Director O'Connell. Motion Carried 5-0-0

Action Minutes Prepared by: Elizabeth Solis, NCFA Administrative Assistant

Attested

Sue Digre, Board Chair

Date



2018 Annual Report

NORTH COUNTY FIRE AUTHORITY

SERVING BRISBANE, DALY CITY AND PACIFICA

The "Mission" of the North County Fire Authority is to protect life, property and the environment from fires, accidents, medical emergencies and disasters through training, public education, fire prevention and emergency response.

Fire Chief's Message

This 2018 Annual Report of Accomplishments and Successes reflect the continued commitment and dedication of all members of our fire agency in providing services through a high-performance organization. We will strive to always protect life and property, as well as deliver value-added quality customer service today and into the future. Our mission, values, priorities, service goals, and objectives will guide us towards consistently achieving and maintaining excellence and cultural integrity.

Ron D. Myers
Fire Chief

Emergency Operations & Training

Achieved an overall "Customer Satisfaction" rating of 97% in the delivery of emergency and non-emergency services.



Implemented a Peer Support and Mental Health Services program and awareness training for all personnel.

Provided pre-hospital care paramedic lifesaving medical interventions for residents, businesses and visitors through firefighter-paramedics staffed engine and truck companies.

Implemented the updated Structure Fire Standard Operating Guidelines, which incorporate nationally recognized modern structural firefighting techniques.

Provided high quality Advanced Life Support (ALS) assessment and interventions to emergency medical incidents utilizing our paramedic fire companies, which over half of total EMS calls benefited and served senior citizens.



Completed two Firefighter Recruit Academies providing necessary training and education to begin work assignments.



Averaged 240 hours per firefighter over the year of in-service recurrent and mandated training through the efforts of the Operations Bureau, Division of Training and Special Operations Division.

Completed all required annual training, continuing education and certifications for firefighter-paramedics and firefighter-EMT's while on-duty and saving the expense and time associated with off duty instruction.

Completed the final phase and implementation process for training of personnel on the new records management software.

Implemented phase 1 and 2 of a new training facility, grounds and classroom that provides firefighters the ability to maintain skills and awareness.

Assisted and participated in the Statewide Fire Mutual Aid by deploying fire engine companies and chief officers to the many major wildfire incidents throughout California.



Public Education & Community Outreach

Provided free Flu shots to the residents within the North County Fire Authority, utilizing a drive thru fire station model to simulate a mass vaccine event.

Participated in the Muscular Dystrophy Association (MDA) fund raising drive.



Assisted in location placement of AED's, as well as providing training for city employees on the use and implementation of an AED.

Coordinated and participated in the North County "Silver Dragon" emergency response exercise.

Provided the communities we serve with a "Fire Service Day" event whereby fire stations were open with public education and safety information available, as well as demonstrations by firefighters and demonstrating specialized services, apparatus and equipment.



Participated in the drive to collect new school supplies and back packs for children starting back to school in the North County.

Continued presenting and instructing "Hands Only CPR" approach to the public through multiple events provided to residents, schools and businesses, as well as how to stop bleeding.

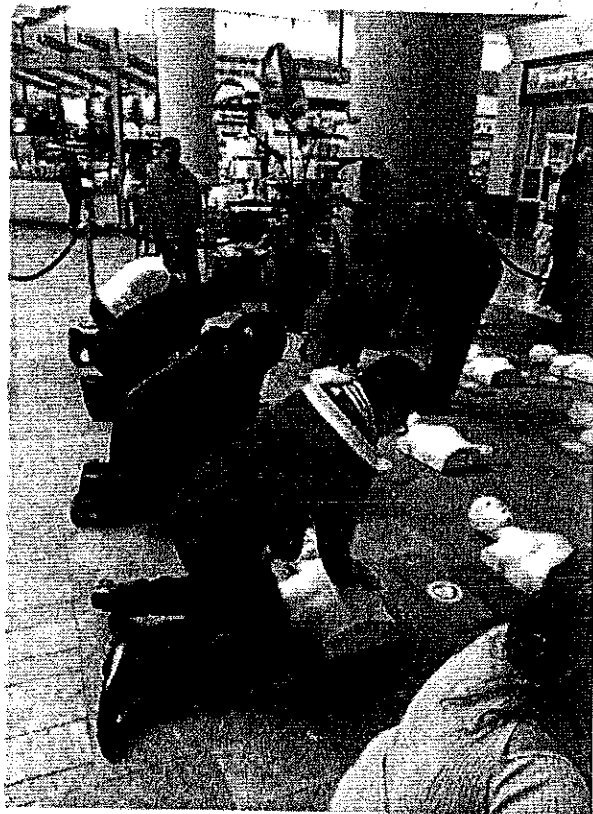
Completed the annual City of Brisbane Community Wildfire Awareness event.

Coordinated and participated in a Community Wildfire Awareness and Education Day in the City of Pacifica.

Participated in the annual San Mateo County Emergency Preparedness Day event.

Continued distributing and providing educational information on Senior Citizen Fall Prevention, as well as a Home Safety Checklists.

Presented throughout the year, Basic Emergency Preparedness, Individual and Family Preparedness seminars, as well as Community Emergency Response Team (CERT) classes.



Provided full instruction and certification in "Cardio Pulmonary Resuscitation" (CPR) and basic First Aid training to the public.

Partnered and participated in the 'Operation Santa Claus' program, as well as other toy and assistance drive initiatives within each community.

Participated, completed and coordinated community service announcements, public displays, fairs, festivals, presentations and speaking engagements resulting in thousands of beneficial contacts.

Completed and distributed public information through "Media Releases" for all significant emergencies and public service messages during the year.



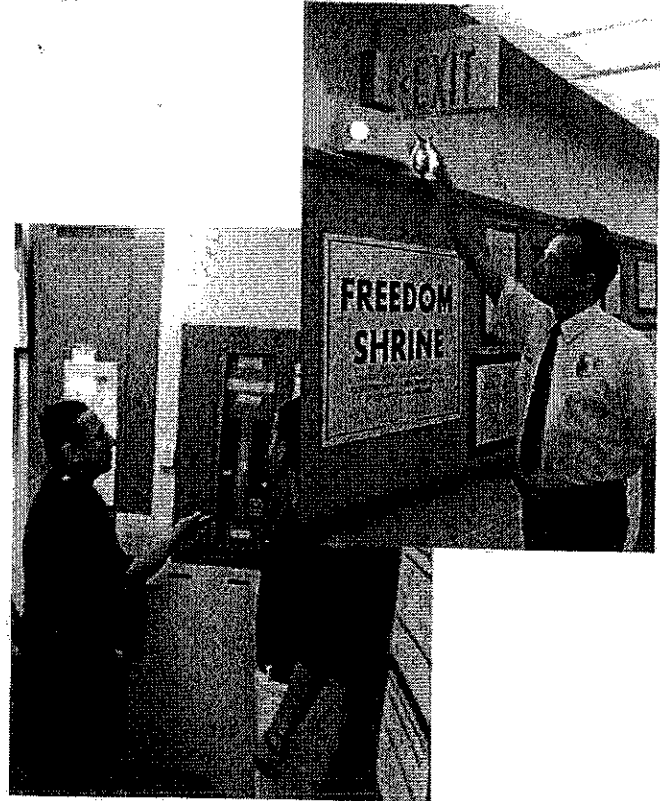
Fire Prevention

Conducted Fire Prevention Week in October, which is full of events and activities, including visiting each school classroom in all cities

Fire Companies completed annual life-safety and fire code compliance inspections and re-inspections of all business and multi-family (apartment) occupancies.

Provided timely and high-quality plan check reviews for proposed new development and building construction, remodeling and tenant improvement projects, as well as follow-up inspections.

Provided hands on fire extinguisher training to businesses, agencies and the general public.



Safety Inspectors from the Fire Prevention Services Bureau completed annual life-safety and fire code compliance inspections and re-inspections of all state mandated occupancy types, as well as permit to operate.

Safety Inspectors completed all annual inspections and re-inspections of land parcels through the "Vegetation Abatement and Management Program" and with assistance from property owners achieved 100 percent compliance.

Completed a fire "cause and origin" analysis for all fire incident investigations.

VALUE:

- Service
- Team
- Responsibility
- Integrity
- Vision
- Empathy

PRIORITIES:

- Safety
- Operational
- Readiness
- Incident
- Response
- Training

GOALS:

- Customer Service
- High Performance Organization
- Delivery of Service & Programs Meeting the Needs of the People
- Community Focused Activities & Ventures

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

