



CITY OF FOSTER CITY/ ESTERO MUNICIPAL IMPROVEMENT DISTRICT

PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20, THE MEETING WILL BE HELD BY TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY. THE PUBLIC MAY PARTICIPATE BY JOINING THE ZOOM MEETING [HTTPS://FOSTERCITY-ORG.ZOOM.US/J/86047161741](https://FOSTERCITY-ORG.ZOOM.US/J/86047161741) AND SUBMITTING THEIR PUBLIC COMMENTS IN A LIVE MEETING FORMAT. ANY EMAILS SENT TO PUBCOMMENT@FOSTERCITY.ORG WILL BE PROVIDED TO THE CITY COUNCIL PRIOR TO THE MEETING.

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting from home. Below is information on how the public may observe and participate in the meeting.

To Observe the Meeting:

- To access the meeting by computer / smartphone, go to: <https://fostercity.org.zoom.us/j/86047161741>
- To dial-in via phone:
1-669-900-6833 or
1-408-638-0968

And enter Webinar ID: 860 4716 1741

To Participate in the Meeting by Providing Public Comment:

- **During the Meeting:** Live verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public comment period for the agenda item you wish to address. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number for dial-in attendees. Please clearly state your full name for the record at the start of your public comment.
- **Before the Meeting:** Written public comments for the record may be submitted in advance by 4:00 p.m. the day of the meeting by email to: publiccomment@fostercity.org and will be made part of the written record but will not be read verbally at the meeting. Written public comments submitted by email should adhere to the following:
 - Clearly indicate the Agenda Item No. or specify "Public" in the Subject Line for items not on the agenda
 - Include the submitter's full name

Written public comments received by 4:00 p.m. the day of the meeting will be provided in their entirety to the City Council prior to the meeting and will be made part of the written record but will not be read verbally at the meeting. Written public comments will be posted to the City's website for review prior to the meeting.

TELECONFERENCE PARTICIPANTS

COUNCILMEMBERS/DIRECTORS RICHA AWASTHI, JON FROOMIN, SAM HINDI, PATRICK SULLIVAN, AND MAYOR/PRESIDENT SANJAY GEHANI WILL PARTICIPATE BY TELECONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20

PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL DUE TO COUNCILMEMBERS/DIRECTORS RICHA AWASTHI, JON FROOMIN, SAM HINDI, PATRICK SULLIVAN, AND MAYOR/PRESIDENT SANJAY GEHANI PARTICIPATING BY TELECONFERENCE

ANY REQUEST FOR REASONABLE ACCOMMODATION SHOULD BE ADDRESSED TO PRISCILLA SCHAUS AT PUBCOMMENT@FOSTERCITY.ORG OR (650) 286-3224

AGENDA

Monday, June 7, 2021 6:30 PM

REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers/ex officio EMID Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan, and Mayor/President Sanjay Gehani

4. SPECIAL PRESENTATIONS

4.1. A Proclamation Recognizing and Observing Juneteenth

4.2. A Proclamation Recognizing June 2021 as LGBTQ Pride Month

5. PUBLIC

Government Code Section 54954.2 E (3) precludes the City Council from discussing or acting upon any topic initially presented during the "Public" portion of the agenda. Information may be received, placed on a future agenda, or referred to the appropriate City staff.

FCCMC 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary."
Speakers may join the Zoom meeting via the meeting link and using the "raise hand" feature and the Zoom host will call on people.

6. CITY/EMID CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine by the City Council/EMID Board of Directors and will be enacted by one motion unless removed by a member of the Council/Board, staff, or public. There will be no separate discussion on these items unless a citizen or a Council/Board member so requests. If discussion is required, that item will be removed from the Consent Calendar and will be considered separately after approval of the remaining items on the Consent Calendar. Vote may be by roll call.

6.1. City/EMID Minutes

6.1.1. City/EMID Special Meeting of May 6, 2021

6.1.2. City/EMID Special Meeting of May 10, 2021

6.1.3. City/EMID Regular Meeting of May 17, 2021

6.1.4. City/EMID Special Meeting of May 25, 2021

6.2. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2021-76 and EMID Resolution Number to be used tonight is 3584)

6.2.1. A Resolution of the City Council of the City of Foster City Adopting a List of Projects for Fiscal Year 2021-2022 Funded by SB 1: The Road Repair and Accountability Act of 2017

- a) Staff Report
- b) Adopt Resolution

6.2.2. A Resolution of the City Council of the City of Foster City Approving an Agreement with the County of San Mateo for Continued Provision of Animal Control Services for a Five-Year Term Beginning July 1, 2021 through June 30, 2025 and Authorizing the City Manager to Execute the Agreement

- a) Staff Report
- b) Adopt Resolution

6.2.3. A Resolution of the City Council of the City of Foster City Authorizing Issuance of a Request For Proposal for Economic Development Consultant Services

- a) Staff Report
- b) Adopt Resolution

- 6.2.4.** A Resolution of the City Council of the City of Foster City Authorizing an Appropriation of \$45,250 From the General Fund Balance to Account No. 001-0620-421-4240 for FY 2020-2021 and to Carryover the Unspent Appropriation to FY 2021-2022 for the Use of Measure K Reimbursement Grant Funds for the Purchase of a Police Facility K-9, Necessary Training, Equipment, and Supplies
a) Staff Report
b) Adopt Resolution
- 6.2.5.** A Resolution of the City Council of the City of Foster City, California, Establishing the Property Tax Rate for General Obligation Bonds for Fiscal Year 2021-2022
a) Staff Report
b) Adopt Resolution
- 6.2.6.** **a)** Action - A Resolution of the City Council of the City of Foster City Approving an Agreement with the Law Firm of Aaronson, Dickerson, Cohn and Lanzone for City Attorney Services; **and** **b)** Action - A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving an Agreement with the Law Firm of Aaronson, Dickerson, Cohn and Lanzone for District Legal Counsel Services
c) Staff Report
- 6.2.7.** A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving the Extension of a Pilot Water/Wastewater Rate Assistance Program (W/WRAP) Through June 30, 2022
a) Staff Report
b) Adopt Resolution

6.3. City/EMID Other

- 6.3.1.** Request to Agendize Discussion on Beekeeping Ordinance
a) Staff Report
b) Agendize Item
- 6.3.2.** Proclamation Request "Honoring Dr. Joan Rosas on Her Retirement as Superintendent of the San Mateo-Foster City School District " (City Proclamation)
a) Staff Report
b) Approve Proclamation

6.3.3. Parks and Recreation Committee Appointee Resignation

- a) Staff Report
- b) Informational Only - No Action Required

7. PUBLIC HEARINGS

7.1. A Public Hearing to Hear and Consider Comments Regarding Proposed Revisions to the City/District Master Fees and Service Charges Schedule for Fiscal Year 2021-2022

- a) Open Public Hearing
- b) Staff Report
- c) Receive Public Testimony
- d) Close Public Hearing
- e) Action - A Resolution of the City Council of the City of Foster City Amending the Master Fees and Services Charges Schedule for FY 2021-2022
- f) Action - A Resolution of the Board of Directors of the Estero Municipal Improvement District Amending the Master Fees and Services Charges Schedule for FY 2021-2022

7.2. A Public Hearing to Hear and Consider Public Comments Regarding the City/District Preliminary Budget for Fiscal Year 2021-2022

- a) Open Public Hearing
- b) Staff Report
- c) Receive Public Testimony
- d) Close Public Hearing
- e) Action - By Minute Order Provide Direction to Staff

7.3. A Public Hearing to Hear and Consider Comments Regarding Establishing Water Rates for Fiscal Year 2021-2022

- a) Open Public Hearing
- b) Staff Report
- c) Receive Public Testimony
- d) Close Public Hearing
- e) Action - A Resolution of the City Council of the City of Foster City Establishing New Water Rates for Fiscal Year 2021-2022
- f) Action - A Resolution of the Board of Directors of the Estero Municipal Improvement District Establishing New Water Rates for Fiscal Year 2021-2022

8. REPORTS

8.1. Consideration of Applications for Non-Profit Agency Funding for Fiscal Year 2021-2022

- a) Staff Report
- b) Action - By Minute Order, Provide Policy Direction

- 8.2.** Report on the Status of the Recreation Center Master Plan and Recommended Next Steps
 - a) Staff Report
 - b) Action - By Minute Order, Provide Policy Direction and Review and Receive Report

9. RESOLUTIONS FOR ADOPTION

- 9.1.** A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute Contract Change Order No. Ten (10) to the Agreement with Shimmick Construction Co., in the Amount of \$932,030.15 for Concrete Cap Revision on the Sheet Pile Wall for the Levee Protection Planning and Improvements Project (CIP 327-657)
 - a) Staff Report
 - b) Action - Adopt Resolution

10. OLD BUSINESS

- 10.1.** 2023-2031 Regional Housing Needs Allocation (RHNA) Appeal
 - a) Staff Report
 - b) Action - By Minute Order, Provide Policy Direction

11. COMMUNICATIONS

- 11.1.** City/District Warrant of Demands were Processed and Issued on May 13, 2021, ACH on May 27, 2021
 - a) Information Item Only
 - b) No Action Required

12. CITY/DISTRICT MANAGER REPORTS, COUNCIL/BOARD STATEMENTS AND REQUESTS, AND COUNCIL LIAISON REPORTS

City/District Manager and Council/EMID Board Members report on their various assignments and liaison roles and Council/EMID Board requests for scheduling future items.

13. CLOSED SESSION

- 13.1.** Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(b)): Two Potential Cases

14. ADJOURNMENT

The public is invited to attend.

Any attendee wishing special accommodations at the meeting should contact the City Clerk's Department at (650) 286-3250 at least 48 hours in advance of the meeting.

City Council meetings on FCTV on Comcast Channel 27 and AT&T Channel 99:

LIVE every 1st and 3rd Monday of the month

REPLAY next day at 1:00 pm (that week only)

REPLAY Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

City Council meetings on <https://www.fostercity.org/community/page/fctv-live-stream>:

STREAMED LIVE every 1st and 3rd Monday of the month

City Council meetings on-demand:

<https://www.fostercity.org/agendasandminutes>



*Proclamation
of the City of Foster City, California*

Recognizing and Observing "Juneteenth"

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring all slaves free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and a half years, to June 19, 1865, in reaching the South and Southwestern United States; and

WHEREAS, **Juneteenth National Freedom Day**, also known as "Emancipation Day," "Emancipation Celebration," "Freedom Day," "Jubilee Day," "Cel-Liberation Day," and "Juneteenth," was first observed 156 years ago and marks the emancipation of the last remaining enslaved African Americans; and

WHEREAS, **Juneteenth** is the oldest nationally celebrated commemoration of the ending of slavery in the United States, and forty-seven of the 50 U.S. states and the District of Columbia have recognized **Juneteenth** as either a state holiday or ceremonial holiday; and

WHEREAS, the State of California proclaims the 3rd Saturday in June as "**Juneteenth National Freedom Day: A Day of Observance**" and urges all Californians to join in celebrating this day to honor and reflect on the significant roles that African Americans have played in the history of the United States and how, through their steadfast commitment to promoting freedom, brotherhood, and equality, they have enriched society; and

WHEREAS, recent events have led to an unprecedented global awareness of the Black Lives Matter movement and there remains a mobilization of an international community of people fighting against racism and social injustices everywhere through peaceful protests and advocacy. **Juneteenth**, in Foster City, provides our community with one more opportunity to consciously embrace the historical significance of our nation's history and to celebrate our inalienable right to life and liberty; and

WHEREAS, this **Juneteenth**, we must take pause to recognize the tremendous amount of work that still needs to be done to eliminate discrimination and to create a society that is fair and inclusive, and each of us each of us must take the time to use our privilege to enact change.

NOW, THEREFORE, I, SANJAY GEHANI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do hereby recognize and observe June 19, 2021 as "**Juneteenth**," and celebrate the achievements and contributions African Americans have made, and continue to make, in Foster City, in California, and across the Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Foster City to be affixed this 7th day of June, two thousand and twenty-one, A.D.


MAYOR SANJAY GEHANI



*Proclamation
of the City of Foster City, California*

Recognizing June 2021 as LGBTQ Pride Month

WHEREAS, the City Council of Foster City recognizes and proclaims the month of **June 2021 as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) "Pride Month"**; and

WHEREAS, the City of Foster City joins the County of San Mateo to observe Pride Month to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and

WHEREAS, all human beings are born free and equal in dignity and rights; and LGBTQ individuals have had immeasurable impact on the culture, civic, and economic successes of our country; and

WHEREAS, the City of Foster City is committed to supporting visibility, dignity, and equality for LGBTQ people in our diverse community; and

WHEREAS, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the City of Foster City calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating **Pride Month** influences awareness and provide support and advocacy for San Mateo County's LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights.

NOW, THEREFORE, I, SANJAY GEHANI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do proclaim **June 2021 as Pride Month** in support of the LGBTQ community.



IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Foster City to be affixed this 7th day of June, two thousand and twenty-one, A.D.

MAYOR SANJAY GEHANI

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

SPECIAL MEETING OF MAY 6, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of May 6, 2021 was called to order at 5:00 p.m. by Mayor/President Sanjay Gehani.

ROLL CALL

The Communications Director/City Clerk called the roll:

PRESENT: Councilmembers/ex officio EMID Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager, Jean Savaree, City Attorney/Legal Counsel; Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Edmund Suen, Finance Director; Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Rob Lasky, IT Manager; Jennifer Phan, Principal Management Analyst; 'Andra Lorenz, Senior Management Analyst; Paul Nagengast, Project Advisor; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

STUDY SESSION

STEEL PURCHASE FOR COFFERDAM INSTALLATION TO PROVIDE FLOOD PROTECTION FOR FLOODWALL 19 CONSTRUCTION - LEVEE IMPROVEMENTS PROJECT (CIP 327 - 657). CITY RESOLUTION NO. 2021-55.

City Manager Pirnejad presented the staff report.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Councilmember Froomin, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-55, "A Resolution

of the City Council of the City of Foster City authorizing Shimmick Construction to purchase temporary sheet piles to provide cofferdam for the construction floodwall 19 with vetting from Tanner Pacific.”

IMPLEMENTATION OF SB 1383 SHORT-LIVED CLIMATE POLLUTANTS: ORGANIC WASTE METHANE EMISSIONS REDUCTIONS. NO ACTION TAKEN.

Senior Management Analyst Lorenz presented the staff report.

Discussion ensued.

No action taken.

CITY COUNCIL LONG-TERM VISION & MISSION AND STRATEGIC PRIORITIES FOR 2021. NO ACTION TAKEN.

City Manager Pirnejad presented the staff report.

Discussion ensued.

No action taken.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Vice Mayor Awasthi requested to agendize items related to the Golf Course.

Councilmember Sullivan requested to agendize a review of the Code of Conduct once a new city attorney is hired.

Councilmember Froomin requested to agendize a review of how items are agendized.

Councilmember Hindi requested to agendize a discussion on Sea Cloud 2, to review the City’s ability to make decisions on land use taking into account state regulations.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 7:32 p.m.

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

SPECIAL MEETING OF MAY 10, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of May 10, 2021 was called to order at 6:30 p.m. by Mayor/President Gehani.

Pursuant to Governor Newsom's Executive Order N-29-20, the meeting was held by teleconference and/or video conference only.

ROLL CALL

The Communications Director/City Clerk/District Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan, and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager; Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Jean Savaree, City Attorney/District Legal Counsel; Edmund Suen, Finance Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Rob Lasky, IT Manager; Sofia Mangalam, Planning Manager; Jennifer Phan, Principal Management Analyst; Tiffany Oren, Recreation Manager; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

STUDY SESSION

Mayor/President Gehani recessed the meeting into Study Session for the following:

1. Consideration of Applications for Non-Profit Agency Funding for FY 2021-2022
2. Preliminary Budget for FY 2021-2022 and Five-Year Financial Plan
 - a. Review of the Preliminary Budget for FY 2021-2022 and the FY 2021-2022 to FY 2025-2026 Five-Year Financial Plan and Updates to the Master Fees and Service Charges Schedule for FY 2021-2022
3. Master Fees and Service Charges Schedule
 - a. Updates to Master Fees and Service Charges Schedule for FY 2021-2022

NON-PROFIT AGENCY FUNDING FOR FY 2021-2022. NO ACTION TAKEN.

Principal Management Analyst Phan presented the staff report.

Representatives from the following non-profit agencies addressed the City Council/EMID Board of Directors regarding funding requests for FY 2021-2022:

1. BayBasi;
2. CALL Primrose Center;
3. County of San Mateo Jobs for Youth;
4. Foster City Village;
5. Hillbarn Theatre;
6. LifeMoves (IVSN);
7. Mission Hospice & Home Care;
8. Ombudsman Services of San Mateo County;
9. PARCA;
10. Peninsula Special Interest Lions Club Foundation;
11. Samaritan House;
12. San Mateo-Foster City Community Education Foundation;
13. StarVista; and
14. Sustainable San Mateo County.

Discussion ensued.

The City Council will make a decision regarding non-profit funding at the June 7, 2021 City Council Meeting.

PRELIMINARY BUDGET FOR FY 2021-2022 AND THE FY 2021-2022 TO FY 2025-2026 FIVE-YEAR FINANCIAL PLAN AND UPDATES TO THE MASTER FEES AND SERVICE CHARGES SCHEDULE FOR FY 2021-2022. MINUTE ORDER NO. 1767.

City/District Manager Pirnejad presented the staff report.

Discussion ensued.

Motion by Councilmember/Director Hindi, seconded by Councilmember/Director Froomin, and carried unanimously by roll call vote, 5-0-0, Minute Order No. 1767 was adopted, providing policy direction to accept the reports as presented in the Preliminary Budget for FY 2020-2021 and directing staff to incorporate the items from the preliminary budget into the revised preliminary budget for FY 2021-2022 to be considered by the Council/Board on the June 7, 2021 budget public hearing.

RECESS. Meeting recessed at 11:42 p.m. and reconvened at 11:48 p.m.

By consensus of the City Council/EMID Board of Directors, the meeting was continued past 12 a.m. in accordance with Foster City Municipal Code 2.08.010.

UPDATES TO MASTER FEES AND SERVICE CHARGES SCHEDULE FOR FY 2021-2022. MINUTE ORDER NO. 1768.

Finance Director Suen presented the staff report.

Discussion ensued.

Motion by Councilmember/Director Froomin, seconded by Councilmember/Director Sullivan, and carried unanimously by roll call vote, 5-0-0, Minute Order No. 1768 was adopted, to accept the report on Master Fees and Service Charges Schedule as part of the FY 2021-2022 budget, and proceed with the 2% increase in most fees as part of cost recovery for increases in personnel costs and services and supplies costs that support the provision of services with the exception of the staff billing rate schedule.

Meeting recessed into study session at 6:31 p.m. and reconvened at 12:12 a.m.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 12:12 a.m.

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

REGULAR MEETING OF MAY 17, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The Regular Meeting of May 17, 2021 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. by Mayor/President Sanjay Gehani.

Pursuant to Governor Newsom's Executive Order N-29-20, the meeting was held by teleconference and/or video conference only.

ROLL CALL

The Deputy City Clerk/Recording Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan, and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager, Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Jean Savaree, City/District Attorney; Edmund Suen, Finance Director; Marlene Subhashini, Community Development Director; Tracy Avelar, Police Chief; Cory Call, Police Captain; Rob Lasky, IT Manager; Jennifer Phan, Principal Management Analyst; John Castanha, Senior Human Resources Analyst; 'Andra Lorenz, Senior Management Analyst; Leslie Parks, Economic Development Manager; Paul Nagengast, Project Advisor; Yelena Cappello, Deputy City Clerk; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

SPECIAL PRESENTATIONS

PROCLAMATION DECLARING THE WEEK OF MAY 16-22, 2021 AS "NATIONAL PUBLIC WORKS WEEK".

Mayor Gehani presented the proclamation declaring the week of May 16-22, 2021 as "National Public Works Week" to Interim Public Works Superintendent Greg Baeza.

PROCLAMATION HONORING OLIVER "OLLIE" PATTUM FOR HIS SERVICE ON THE PLANNING COMMISSION.

Mayor Gehani presented the proclamation Honoring Oliver "Ollie" Pattum for His Service on the Planning Commission to Ollie Pattum.

CERTIFICATE OF RECOGNITION FOR ALISA H. FOR WINNING 2021 COASTAL ART CONTEST FOR GRADES 10-12.

Mayor Gehani presented the Certificate of Recognition for Alisa H. for Winning 2021 Coastal Art Contest for Grades 10-12 to Alisa H.

CERTIFICATE OF RECOGNITION FOR ANNABELLA L. FOR HER CONTRIBUTIONS IN MAKING AND DISTRIBUTING HAND SANITIZER DURING THE COVID-19 PANDEMIC.

Mayor Gehani presented the Certificate of Recognition for Annabella L. for Her Contributions in Making and Distributing Hand Sanitizer During the COVID-19 Pandemic.

PUBLIC

The following people addressed the City Council via email:

1. Barbara Kilpatrick addressed the City Council regarding San Mateo and Foster City, and businesses that remained open during the COVID-19 Pandemic.
2. Marah Curry, representing the Chamber of Commerce, addressed the City Council regarding Juneteenth.

CONSENT CALENDAR

Without objection from the City Council, Mayor Gehani added "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute a First Amended Lease Between Edgewater Marine LLC and City of Foster City;" and "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the President to Execute a First Amended Lease Between Edgewater Marine LLC and Estero Municipal Improvement District" to the Consent Calendar.

The following people addressed the City Council via email regarding the LGBTQ Pride Flag and the Recognition of June 2021 as Pride Month:

1. MJ Edwards, on behalf of Gilead Sciences, Inc.; and
2. Marah Curry

The following people addressed the City Council via teleconference regarding the LGBTQ Pride Flag and the Recognition of June 2021 as Pride Month:

1. MJ Edwards, on behalf of Gilead Sciences, Inc.; and
2. David Lagos-Murphy

Motion by Councilmember/Director Froomin, seconded by Vice Mayor/Vice President Awasthi, and carried unanimously by roll call vote, 5-0-0, approving the following items on the City/District Consent Calendar:

City/EMID Consent Calendar

1. City/EMID Special Meeting of April 23, 2021;
2. City/EMID Regular Meeting of May 3, 2021;
3. City Ordinance No. 635, "An Ordinance of the City of Foster City Amending Section 12.16.050, Permit-Grant Conditions-Crowd Control of Chapter 12.16, Park Use, Title 12, Public Property of Foster City Municipal Code (First Reading May 3, 2021);"
4. City Ordinance No. 636, "An Ordinance of the City of Foster City Repealing Chapter 2.48 Assignment of Police Personnel at Special Events of Title 2 Administration and Personnel and Adding a New Chapter 2.48 Assignment of Police Personnel at Special Events of the Foster City Municipal Code (First Reading May 3, 2021);"
5. City Resolution No. 2021-56, "A Resolution of the City Council of the City of Foster City Approving the Third Amended and Restated Joint Exercise of Powers Agreement for the South Bayside Waste Management Authority;"
6. City Resolution No. 2021-57, "A Resolution of the City Council of the City of Foster City Awarding a Concession Agreement to Kiddos Chu Chu LLC, for Trackless Train Rides in Leo J. Ryan Memorial Park from June 17, 2021 through September 20, 2021;"
7. City Resolution No. 2021-58, "A Resolution of the City Council of the City of Foster City Authorizing an Agreement with LSA Associates Inc., in an Amount Not to Exceed \$355,331 for Preparation of an Environmental Impact Report for Redevelopment of the Vacant El Torito Restaurant Site Located at 388 Vintage Park Drive, Foster City, Ca Into a New Life Sciences Office Building, Pursuant to the Requirements of the California Environmental Quality Act (CEQA);"
8. City Resolution No. 2021-59, "A Resolution of the City Council of the City of Foster City Approving an Amendment to the Lease Agreement with the San Mateo Consolidated Fire Department to Include the New Training Office Modular Building Located at 3470 East Third Avenue;"
9. EMID Resolution No. 3573, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving an Amendment to the Lease Agreement with the San Mateo Consolidated Fire Department to Include the New Training Office Modular Building Located at 3470 East Third Avenue;"
10. City Resolution No. 2021-60, "A Resolution of the City Council of the City of Foster City Directing that the LGBTQ Pride Flag Be Flown from June 1, 2021 Through June 30, 2021 in Recognition of Pride Month Pursuant to the City Hall Flag Display Policy;"
11. Proclamation Request "June 2021 as LGBTQ Pride Month;"
12. Minute Order No. 1769, "Receive and Accept 3rd Quarter Fiscal Year 2020-2021 Financial Update;"
13. Minute Order No. 1770, "Receive and Accept Parks and Recreation Committee 2020 Year End Report, Review of Mission Statement, and Goals for 2021;"
14. City Resolution No. 2021-61, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute a First Amended Lease Between Edgewater Marine LLC and City of Foster City;" and
15. EMID Resolution No. 3576, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the President to Execute a First Amended Lease Between Edgewater Marine LLC and Estero Municipal Improvement District."

ITEM REMOVED FROM CONSENT CALENDAR

REQUEST TO AGENDIZE CREATION OF MASTER AGREEMENT LIST. MINUTE ORDER NO. 1771.

Without objection from the City Council, Mayor Gehani removed this item from the Consent Calendar at the request of Councilmember Froomin.

Discussion ensued.

Motion by Councilmember Sullivan, seconded by Councilmember Froomin, and carried unanimously by roll call vote, 5-0-0, approving Minute Order No. 1771, directing staff to create master agreement list in parallel with the document management system replacement scheduled for Fall 2021/end of 2021, and directing staff to provide a list of contracts that has been put in place through City Manager authorization this year, as a subset of the original request, with a report provided within 5 business days.

NEW BUSINESS

INTERVIEW AND CONSIDERATION OF APPOINTMENT OF ONE MEMBER TO A NEW FULL TERM FROM JUNE 1, 2021 THROUGH MAY 31, 2025 ON THE PLANNING COMMISSION. APPLICANTS LISTED IN ALPHABETICAL ORDER ARE: SIRISH BINDAL, CHARLIE BRONITSKY, MARK FARREN, GAURAV KESWANI, COLM MURPHY, ADAM STEINBERG, PHOEBE VENKAT, AND JUSTIN XU. CITY RESOLUTION NO. 2021-62.

Communications Director/City Clerk Schaus presented the staff report.

The following people addressed the City Council via email:

1. Stacy Jimenez;
2. Elizabeth Harman;
3. Eva Hess;
4. Shankar Kenkre;
5. Joann Metz;
6. Joan Carlson;
7. Isabelle Bushman;
8. Asif Suria;
9. Peggy Williams, 703 Emerald Bay Lane;
10. Falgoon Desai; and

The following applicants were interviewed by the City Council for appointment to the Planning Commission:

1. Sirish Bindal;
2. Charlie Bronitsky;
3. Mark Farren;
4. Gaurav Keswani;
5. Colm Murphy;
6. Adam Steinberg;

7. Phoebe Venkat; and
8. Justin Xu.

By consensus of the City Council, and carried by roll call vote, 3-2-0, adopting City Resolution No. 2021-62, "A Resolution of the City Council of the City of Foster City Appointing One Member to the Foster City Planning Commission [Charlie Bronitsky was appointed from June 1, 2021 through May 31, 2025]." Councilmember Froomin and Mayor Gehani voted for an alternate candidate, Sirish Bindal.

REPORTS

UPDATE ON COVID-19. CITY RESOLUTION NO. 2021-63. MINUTE ORDER NO. 1772.

City Manager Pirnejad and Principal Management Analyst Phan presented the staff report.

Discussion ensued.

Motion by Councilmember Sullivan, seconded by Vice Mayor Awasthi, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-63, "A Resolution of the City Council of the City of Foster City Extending the Proclamation of the Existence of a Local Emergency Caused by the Threat of the Novel COVID-19 Virus."

Motion by Councilmember Froomin, seconded by Mayor Gehani, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1772, receiving and accepting the report and supporting the concept of hybrid meetings starting with the June 21, 2021 City Council meeting.

COVID-19 COMMUNITY ASSISTANCE (INCLUDING SMALL BUSINESS ASSISTANCE PLAN). MINUTE ORDER NO. 1773.

Economic Development Manager Parks presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Mayor Gehani, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1773, approving the Small Business Assistance Plan as a one-year pilot program based on findings of the business needs and shopper preference surveys conducted March 11 to March 25, 2021.

LEVEE PROTECTION PLANNING & IMPROVEMENTS PROJECT (CIP 327-657) – MONTHLY UPDATE. MINUTE ORDER NO. 1774.

Project Advisor Nagengast presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1774, receiving and accepting the report.

RESOLUTIONS FOR ADOPTION

AUTHORIZING THE ISSUANCE AND SALE OF OBLIGATIONS, 2021 WASTEWATER REVENUE NOTES, SERIES A, BY THE SAN MATEO-FOSTER CITY PUBLIC FINANCING AUTHORITY IN THE MAXIMUM AMOUNT OF \$66,865,000 TO FINANCE THE CLEAN WATER PROGRAM WASTEWATER TREATMENT PLAN CAPITAL COSTS, AND APPROVING RELATED FINANCING DOCUMENTS AND OFFICIAL ACTIONS. EMID RESOLUTION NO. 3577.

Finance Director Suen presented the staff report.

Discussion ensued.

Motion by Vice President Awasthi, seconded by Director Hindi, and carried unanimously by roll call vote, 5-0-0, adopting EMID Resolution No. 3577, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the Issuance and Sale of Obligations, 2021 Wastewater Revenue Notes, Series A, by the San Mateo-Foster City Public Financing Authority in the Maximum Amount of \$66,865,000 to Finance the Clean Water Program Wastewater Treatment Plan Capital Costs, and Approving Related Financing Documents and Official Actions."

CONTRACT AMENDMENT NO. ONE (1) IN THE AMOUNT OF \$491,500 WITH TANNER PACIFIC, INC., FOR CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657). CITY RESOLUTION NO. 2021-64.

Project Advisor Nagengast presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-64, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute Contract Amendment No. One (1) in the Amount of \$491,500 with Tanner Pacific, Inc., for Construction Management and Support Services for the Levee Protection Planning and Improvements Project (CIP 327-657)."

CONTRACT AMENDMENT NO. TWO (2) IN THE AMOUNT OF \$162,000 WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS FOR PHASE III SERVICES FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657). CITY RESOLUTION NO. 2021-65.

Project Advisor Nagengast presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-65, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute Contract Amendment No. Two (2) in the Amount of \$162,000 with Schaaf & Wheeler Consulting Civil Engineers for Phase III Services for the Levee Protection Planning and Improvements Project (CIP 327-657)."

USE AND TRANSFER OUT OF FY 2019-2020 GENERAL FUND ROLLOVER SURPLUS AND APPROPRIATING \$7.5 MILLION IN THE PENSION STABILIZATION FUND FOR AN ADDITIONAL DISCRETIONARY PAYMENT TO CALPERS. CITY RESOLUTION NO. 2021-66. CITY RESOLUTION NO. 2021-67.

Finance Director Suen presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-66, "A Resolution of the City Council of the City of Foster City Approving the Use and Transfers Out of the General Fund's Fiscal Year 2019-2020 Operating Surplus (Rollover Surplus) of \$4,055,505."

Motion by Councilmember Hindi, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-67, "A Resolution of the City Council of the City of Foster City Appropriating \$7.5 Million in the Pension Stabilization Fund (Fund 010) for an Additional Discretionary Payment of up to \$7.5 Million to CalPERS on or before June 30, 2021 for the Partial Pay Down of the City's Unfunded Accrued Liability."

AMENDMENT ONE TO THE FRANCHISE AGREEMENT WITH RECOLOGY SAN MATEO COUNTY TO ADD A FOURTH ROUTE TO THE BULKY ITEM AND ABANDONED WASTE COLLECTION PROGRAMS TO BEGIN ON JANUARY 1, 2022. CITY RESOLUTION NO. 2021-68.

Senior Management Analyst Lorenz presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Hindi, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-68, "A Resolution of the City Council of the City of Foster City Approving Amendment One to the Franchise Agreement with Recology San Mateo County to Add a Fourth Route to the Bulky Item and Abandoned Waste Collection Programs to Begin on January 1, 2022."

CLIMATE ACTION PLAN ASSESSMENT AND TERMINATION OF EXISTING CONTRACT. MINUTE ORDER NO. 1775. CITY RESOLUTION 2021-69.

City Manager Pirnejad presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Vice Mayor Awasthi, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1775, accepting the updated approach for the Climate Action Plan (CAP) update, including performing a CAP Assessment to evaluate the effectiveness of the climate actions to-date compared to the technical performance targets outlined in the 2016 Climate Action Plan; and an assessment to evaluate the effectiveness of the current organizational strategy for climate action implementation in a comprehensive manner.

Motion by Councilmember Froomin, seconded by Vice Mayor Awasthi, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-69, "A Resolution of the City Council of the City of Foster City Terminating the Agreement with Cascadia Consulting Group, Inc. for the Climate Mitigation and Adaptation Plan Update" with an amendment to clarify that the contract is terminated without penalty.

ADDING THE NEW JOB CLASSIFICATION AND SALARY RANGE FOR DEPUTY CITY MANAGER, REVISED CLASSIFICATIONS OF DIRECTOR OF PUBLIC WORKS AND PUBLIC WORKS MAINTENANCE MANAGER, AND UPGRADE OF THE SOCIAL MEDIA/COMMUNICATIONS ASSISTANT POSITION FROM PART-TIME TO FULL TIME. CITY RESOLUTION NO. 2021-70. EMID RESOLUTION NO. 3578. CITY RESOLUTION NO. 2021-71. EMID RESOLUTION NO. 3579. CITY RESOLUTION NO. 2021-72. EMID RESOLUTION NO. 3580. CITY RESOLUTION NO. 2021-73. EMID RESOLUTION NO. 3581. CITY RESOLUTION NO. 2021-74. EMID RESOLUTION NO. 3582.

Senior Human Resources Analyst Castanha presented the staff report.

Discussion ensued.

Motion by Councilmember/Director Froomin seconded by Mayor/ President Gehani, and carried unanimously, 5-0-0, adopting City Resolution No. 2021-70, "Resolution of the City Council of the City of Foster City Adding the Job Classification of Deputy City Manager," EMID Resolution No. 3578 "A Resolution of the Board of Directors of the Estero Municipal Improvement District City Adding the Job Classification of Deputy City Manager," City Resolution No. 2021-71, "A Resolution of the City Council of the City of Foster City Revising the Job Classification of Director of Public Works," EMID Resolution No. 3579, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Revising the Job Classification of Director of Public Works," City Resolution No. 2021-72, "A Resolution of the City Council of the City of Foster City Revising the Job Classification of Public Works Maintenance Manager," EMID Resolution No. 3580, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Revising the Job Classification of Public Works Maintenance Manager," City Resolution No. 2021-73, "A Resolution of the City Council of the City of Foster City Upgrading the Part-time 30 Hour Benefitted Position of Social Media/Communications Assistant to Full Time in the Communications/City Clerk Department," EMID Resolution No. 3581, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Upgrading the Part-time 30 Hour Benefitted Position of Social

Media/Communications Assistant to Full Time in the Communications/City Clerk Department,” City Resolution No. 2021-74, “A Resolution of the City Council of the City of Foster City Approving and Adopting the Amended Pay Plan Effective May 17, 2021,” EMID Resolution No. 3582, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving and Adopting the Amended Pay Plan Effective May 17, 2021.”

Motion by Vice Mayor/Vice President Awasthi, seconded by Councilmember/Director Froomin and carried unanimously, 5-0-0, to continue the meeting past twelve midnight, per Foster City Municipal Code 2.08.010.

COMMUNICATIONS

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.

City/District Warrant of Demands were Processed and Issued on April 29, 2021 and May 5, 2021, ACH on May 4, 2021.

COUNCIL/BOARD STATEMENTS AND REQUESTS, COUNCIL LIAISON REPORTS, AND CITY/DISTRICT MANAGER REPORTS

City/District Manager Pirnejad invited interested members of the public to apply for the Parks and Recreation Committee by 5pm on June 3. He stated that City Hall will be closed for Memorial Day, Monday, May 31, and City Council meetings are scheduled for May 25, June 7, and June 9. He stated that the Phase 3 sheet pile installation for the Levee Project began last week and reminded the public to use caution when driving along Beach Park Boulevard. The Baffin Street crossing to Belmont/Redwood Shores is currently projected to close around June 7, and he invited the public to visit fostercitylevee.org for updates. He stated the San Mateo Consolidated Fire Department Board met on May 12, approved lease agreement amendments for both Foster City and San Mateo, and appointed Kent Thrasher as Interim Fire Chief while a full recruitment is conducted following the departure of Chief Iverson.

Councilmember/Director Sullivan stated that he attended the COVID-19 Elected Officials briefing, and the Transportation Subcommittee meeting was cancelled. On May 14, he participated in filming a video in celebration of the City's 50th Anniversary.

Councilmember/Director Froomin stated that he attended the Planning Commission meeting on May 6, and he was unable to attend the Youth Advisory Committee meeting because it had been rescheduled and took place at the same time as the Planning Commission meeting. On May 13, he attended the Foster City Historical Society meeting and they discussed the City's 50th anniversary activities. On May 15, he attended the Communities United Rally. On May 17, he met with Foster City's Jobs for Youth scholarship recipients Cayanne Wong and Maram Ahmed. He invited the public to purchase tickets to the Youth Advisory Committee Spaghetti Dinner Fundraiser on May 27. He also invited the community to register online to attend the Police Department's Community Connect meeting for Neighborhood 3 on May 20. As the Council Liaison to the San Mateo County Pre-Hospital Emergency Services Medical Group Joint Powers

Authority, he stated that he is interested in asking the JPA Board to conduct a study on service models and would like to discuss this with the City Council.

Councilmember/Director Hindi stated that he attended the Communities United Rally on May 15 in solidarity with the Asian Pacific Islander community. On May 18, he plans to attend the Chamber of Commerce Community Impact Summit and encouraged residents to register and attend.

Vice Mayor/Vice President Awasthi stated that she attended the San Mateo Consolidated Fire Board meeting on May 12 and thanked Councilmember Froomin for the suggestions he made to the Board. On May 6, she attended the San Mateo-Foster City Elementary School District meeting with Councilmember Sullivan and stated that a request she made regarding reopening was implemented, and she requested that the Board consider a pilot for a math program in lieu of immediate implementation. She attended a ceremonial event with Councilmember Hindi and Sullivan in recognition of Peace Officers Memorial Day and Police Week, and thanked Councilmember Froomin for the event idea and the Police Department for their service. She joined Councilmember Froomin and Hindi at the Communities United Rally on May 15 to stand together against racial hatred.

Mayor/ President Gehani attended the Parks and Recreation Committee meeting on May 4 and the City/County Association of Governments (C/CAG) meeting on May 13. He stated that his thoughts and prayers are with those impacted by the acts of war in the Middle East.

CLOSED SESSION

Mayor/President Gehani recessed the meeting into Closed Session for:

1. Conference with City Labor Negotiators (Pursuant to Government Code Section 54957.6(a))
Agency Negotiators: Peter Pirnejad, Maria Saguisag-Sid
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME), Foster City Police Officers Association and Management Employees
2. Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(b)): One Potential Case; and
3. Public Employee Performance Evaluation (Government Code §54957)
Title: City Manager.

Meeting recessed into Closed Session at 12:08 a.m. and reconvened at 1:55 a.m.

Mayor/President Gehani reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 1:55 a.m.

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

SPECIAL MEETING OF MAY 25, 2021

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of May 25, 2021 was called to order at 6:00 p.m. by Mayor/President Sanjay Gehani.

ROLL CALL

The Communications Director/City Clerk called the roll:

PRESENT: Councilmembers/ex officio EMID Directors Richa Awasthi, Jon Froomin, Sam Hindi, Patrick Sullivan and Mayor/President Sanjay Gehani.

ABSENT: None.

STAFF PRESENT: Peter Pirnejad, City/District Manager, Dante Hall, Assistant City Manager/Acting Parks and Recreation/Public Works Director; Kai Ruess, Senior Deputy City Attorney/Deputy District Legal Counsel; Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Rob Lasky, IT Manager; Leslie Parks, Economic Development Manager; Paul Nagengast, Project Advisor; Jennifer Phan, Principal Management Analyst; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

CONSENT CALENDAR

Motion by Councilmember/Director Froomin, seconded by Vice Mayor/Vice President Awasthi, and carried unanimously by roll call vote, 5-0-0, approving the following item on the City Consent Calendar:

City/EMID Consent Calendar

1. City Resolution No. 2021-75, "A Resolution of the City Council of the City of Foster City Appropriating an Additional \$65,000 in FY 2020-2021 to the Human Resources General Fund Budget;"

2. EMID Resolution No. 3583, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Appropriating an Additional \$65,000 in FY 2020-2021 to the Human Resources General Fund Budget;"
3. Proclamation Request "Recognizing and Observing Juneteenth" (City Proclamation);" and
4. Minute Order No. 1776, "Approve Letter in Support of Inclusion of Vehicle License Fee Shortfall Language."

REPORTS

MINIMUM WAGE POLICY IN FOSTER CITY. MINUTE ORDER NO. 1777.

Councilmember Hindi, Councilmember Sullivan, and Mayor Gehani stated that they had a conflict of interest because they own a business within Foster City. Under the provision of the Government Code for Exercising the Rule of Necessity, based on a random selection drawing, Councilmember Hindi participated in the discussion, and Councilmember Sullivan and Mayor Gehani recused themselves due to a conflict of interest.

City Manager Pirnejad and Economic Development Manager Parks presented the staff report.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Councilmember Froomin, and carried by roll call vote, 3-0-0, Minute Order No. 1777 was adopted directing staff to prepare an analysis for City Council consideration on a local minimum wage ordinance, including community outreach and input, to be followed by introducing a City ordinance that increases the minimum wage in Foster City above \$15.00 (one dollar more, starting at \$16.00, and to include Consumer Price Index) on a phased timeline established by the City Council.

Mayor Gehani and Councilmember Sullivan left the room at 6:06 p.m. and returned at 7:25 p.m.

RESOLUTIONS FOR ADOPTION

CONTRACT CHANGE ORDER NO. EIGHT (8) IN THE AMOUNT OF \$439,963.41 FOR INSTALLATION AND REMOVAL OF TWO (2) COFFER DAMS RELATED TO FLOOD PROTECTION DURING FLOOD WALL 19 CONSTRUCTION FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657). CITY RESOLUTION NO. 2021-76.

Project Advisor Nagengast presented the staff report.

Discussion ensued.

Motion by Councilmember Froomin, seconded by Councilmember Hindi, and carried unanimously by roll call vote, 5-0-0, adopting City Resolution No. 2021-76, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute Contract Change Order No. Eight (8) in the Amount of \$439,963.41 for Installation and Removal of Two (2) Cofferdams Related to Flood Protection During Flood Wall 19 Construction for the Levee Protection Planning and Improvements Project (CIP 327-657)."

CLOSED SESSION

Without objection from the City Council, Mayor Gehani removed "Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(b)): One Potential Case" at the request of staff.

Mayor/President Gehani recessed the meeting into Closed Session for:

1. Public Employment (Government Code Section 54957)
Title: City Attorney/District Legal Counsel; and
2. Public Employee Performance Evaluation (Government Code §54957)
Title: City Manager.

Meeting recessed into Closed Session at 7:45 p.m. and reconvened at 10:42 p.m.

Mayor/President Gehani reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Gehani adjourned the meeting. Meeting adjourned at 10:42 p.m.



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Assistant City Manager/Acting Parks & Recreation/Public Works Director

SUBJECT: LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017

RECOMMENDATION

It is recommended that the City Council approve a resolution adopting two projects, Traffic Signals at Various Locations (CIP 301-681) and Dynamic Signage for the Traffic Relief Pilot Program (CIP 301-694), and reaffirming one previous project, FY 2020-2021 Street Rehabilitation (CIP 301-697), for FY 2021-2022 funding by Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1).

EXECUTIVE SUMMARY

SB 1 helps agencies with supplemental funding in order to address basic road maintenance, rehabilitation, and critical safety needs of the local street system. The FY 2021-2022 SB 1 funds may be used toward new projects and projects earmarked to receive SB 1 funding in previous years. To satisfy the requirements for receiving SB 1 funding, it is necessary to pass a resolution adopting the projects which will utilize this funding. It is therefore recommended that the City Council approve a resolution adopting two projects, Traffic Signals at Various Locations (CIP 301-681) and Dynamic Signage for the Traffic Relief Pilot Program (CIP 301-694), and reaffirming one previous project, FY 2020-2021 Street Rehabilitation (CIP 301-697), for FY 2021-2022 funding by SB1.

BACKGROUND/ANALYSIS

SB 1 was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund to be used to address deferred maintenance on the state highway system and the local street systems. Annual SB 1 funding amounts are determined by its sources: increases per gallon fuel excise taxes, increases in diesel fuel sales taxes and registration fees, and inflationary tax rate adjustments in future years.

SB 1 provides a supplemental funding source to be used to support road maintenance projects, assisting the City with funding to maintain its roadways in “Very Good” condition, the highest-ranking level, with a Pavement Condition Index rating of 79.

Foster City has received SB 1 funding in previous years as follows: \$194,683.76 for FY 2017-2018, \$614,146.22 for FY 2018-2019, \$583,558.48 for FY 2019-2020, and \$403,122.87 as of May 20, 2021 for FY 2020-2021. The State Department of Finance estimates Foster City/EMID’s FY 2021-2022 revenues will be \$658,519 (Attachment 2). Unexpended RMRA funds may be carried over to subsequent fiscal years.

Staff is recommending the inclusion of two new projects and the reaffirmation of one previous project for utilization of SB 1 funding for FY 2021-2022:

1. CIP 301-681 Traffic Signals at Various Locations (New Project): The City’s traffic signal system was evaluated as part of the Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). This part of the study focused on inventory of the existing traffic signal infrastructure network and identifies opportunities to improve efficiency through either equipment or operations enhancements. This project is built upon recommendations from CIP 301-664 as well as input received from the City Council. The scope of work includes the installation of new traffic signal systems at four intersections.
2. CIP 301-694 Dynamic Signage for Traffic Relief Pilot Program (New Project): This project is a traffic calming project to address evening commute traffic traveling from US 101 to Route 92 via eastbound East Hillsdale Boulevard. Included is the installation of dynamic signage at the intersections of East Hillsdale Boulevard/Edgewater Boulevard and East Hillsdale Boulevard/Shell Boulevard, which activate during the commute hours when left turns are not permitted, as a permanent solution to minimize cut-through traffic.
3. Street Rehabilitation Project (FY 20/21) (CIP 301-697) (Previous Project): Street rehabilitation, including pavement grinding, base repair, asphalt overlay, slurry seal, thermoplastic pavement striping and pavement markings, signage improvements, updated access ramps, curb and gutter repair, sidewalk repair

and adjusting utility covers to grade.

Approving the attached resolution will satisfy SB 1 requirements, ensuring compliance with the following Streets and Highways Code:

2034.

(a) (1) Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding shall be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting.

FISCAL IMPACT

Adoption of the resolution allows the City to continue to receive SB 1 funding, estimated at \$658,519 for FY 2021-2022, to supplement predetermined road maintenance projects.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This action supports the City Council's "Facilities and Infrastructure" Value/Priority area. SB 1 funding supplements road maintenance projects necessary for Foster City to maintain a standard of excellence with regards to street infrastructure.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Local Streets and Roads – Projected Revenues

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ADOPTING
A LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 FUNDED BY SB 1: THE ROAD
REPAIR AND ACCOUNTABILITY ACT OF 2017

CITY OF FOSTER CITY

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$658,519 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects and safety improvements, repairing and replacing aging infrastructure, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and add active transportation infrastructure throughout the City this year and into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads network is rated with a Pavement

Condition Index of 79, “Very Good” condition (the highest-ranking category), and this revenue will help us maintain or increase the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Foster City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account revenues:

CIP 301-681 Traffic Signals at Various Locations

- a. **Anticipated Funding Sources:** Gas Tax (\$401,612); SM-FC School District (\$32,500); Capital Improvement Fund (\$2,448,388); SB-1 (\$1,000,000);
- b. **Project Description:** The City’s traffic signal system was evaluated as part of the Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). This part of the study focused on inventory of the existing traffic signal infrastructure network and identifies opportunities to improve efficiency through either equipment or operations enhancements. This project is built upon recommendations from CIP 301-664 as well as input received from the City Council. The scope of work includes the installation of new traffic signal systems at various intersections.;
- c. **Project Location:** E. Hillsdale Blvd./Beach Park Blvd. & Gull Ave.; Foster City Blvd. & Polynesia Dr.; Beach Park Blvd. & Shell Blvd.; Edgewater Blvd. & Port Royal Ave. (north end);
- d. **Estimated Project Schedule:** December 2021 – December 2023;
- e. **Estimated Project Useful Life:** 10 – 50 years (individual components of the traffic signal system vary).

CIP 301-694 Dynamic Signage for Traffic Relief Pilot Program

- a. **Anticipated Funding Sources:** SB-1 (\$250,000); City Capital Improvement Funds (\$225,000);
- b. **Project Description:** This project is a traffic calming project to address evening commute traffic traveling from US 101 to Route 92 via eastbound East

Hillsdale Boulevard. Included is the installation of dynamic signage at the intersections of East Hillsdale Boulevard/Edgewater Boulevard and East Hillsdale Boulevard/Shell Boulevard, which activate during the commute hours when left turns are not permitted, as a permanent solution to minimize cut-through traffic.;

c. Project Location: E. Hillsdale Blvd. & Edgewater Blvd., E. Hillsdale Blvd. & Shell Blvd.;

d. Estimated Project Schedule: Construction – October 2021 – January 2022;

e. Estimated Project Useful Life: 12 -25 years.

3. The following previously proposed and adopted project may also utilize Fiscal Year 2021-2022 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

Street Rehabilitation (FY 2020/2021) (CIP 301-697)

a. Associated with City of Foster City Resolution 2020-29;

b. Project Description: street rehabilitation, including pavement grinding, base repair, asphalt overlay, slurry seal, thermoplastic pavement striping and pavement markings, updated access ramps, curb and gutter repair, grading, drainage improvements, and adjusting utility covers to grade;

c. Project Location: Shell Boulevard from East Hillsdale Boulevard to Beach Park Boulevard; Dolphin Isle; Constitution Drive; Bounty Drive; Various Neighborhood 8 streets;

d. Estimated Project Schedule: June 2022 - September 2022

e. Estimated Project Useful Life: 10 to 20 years.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City, State of California at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

Local Streets and Roads - Projected Revenues

Estimated January 2021

| | 2020-21 | | |
|--|--------------------------|--------------------------|------------|
| | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL |
| SAN LUIS OBISPO COUNTY | | | |
| ARROYO GRANDE | 429,760 | 319,015 | 748,775 |
| ATASCADERO | 726,805 | 542,607 | 1,269,412 |
| EL PASO DE ROBLES | 746,562 | 557,580 | 1,304,142 |
| GROVER BEACH | 326,488 | 241,510 | 567,997 |
| MORRO BAY | 253,627 | 186,294 | 439,921 |
| PISMO BEACH | 200,820 | 147,033 | 347,853 |
| SAN LUIS OBISPO | 1,112,937 | 835,228 | 1,948,164 |
| County of San Luis Obispo | 8,638,258 | 7,086,104 | 15,724,362 |
| Total Cities & County: San Luis Obispo | 12,435,257 | 9,915,370 | 22,350,627 |
| SAN MATEO COUNTY | | | |
| ATHERTON | 170,720 | 126,171 | 296,891 |
| BELMONT | 640,837 | 484,947 | 1,125,783 |
| BRISBANE | 114,562 | 83,715 | 198,278 |
| BURLINGAME | 713,708 | 541,037 | 1,254,745 |
| COLMA | 40,856 | 26,983 | 67,839 |
| DALY CITY | 2,544,824 | 1,947,389 | 4,492,213 |
| EAST PALO ALTO | 717,928 | 544,285 | 1,262,212 |
| FOSTER CITY | 791,982 | 601,285 | 1,393,266 |
| HALF MOON BAY | 300,653 | 225,413 | 526,066 |
| HILLSBOROUGH | 280,668 | 210,029 | 490,697 |
| MENLO PARK | 840,601 | 638,708 | 1,479,309 |
| MILLBRAE | 546,632 | 413,206 | 959,838 |
| PACIFICA | 907,467 | 690,175 | 1,597,643 |
| PORTOLA VALLEY | 113,820 | 83,144 | 196,965 |
| REDWOOD CITY | 1,990,445 | 1,522,601 | 3,513,046 |
| SAN BRUNO | 1,060,096 | 807,656 | 1,867,752 |
| SAN CARLOS | 703,205 | 532,952 | 1,236,157 |
| SAN MATEO | 2,439,284 | 1,866,154 | 4,305,439 |
| SOUTH SAN FRANCISCO | 1,567,522 | 1,197,073 | 2,764,595 |
| WOODSIDE | 136,985 | 100,205 | 237,191 |
| County of San Mateo | 14,295,160 | 9,761,638 | 24,056,798 |
| Total Cities & County: San Mateo | 30,917,955 | 22,404,765 | 53,322,720 |

| | 2021-22 | | |
|--|--------------------------|--------------------------|------------|
| | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL |
| SAN LUIS OBISPO COUNTY | | | |
| ARROYO GRANDE | 472,157 | 349,381 | 821,538 |
| ATASCADERO | 798,916 | 594,256 | 1,393,173 |
| EL PASO DE ROBLES | 820,664 | 610,654 | 1,431,318 |
| GROVER BEACH | 358,584 | 264,498 | 623,082 |
| MORRO BAY | 278,385 | 204,027 | 482,412 |
| PISMO BEACH | 220,360 | 161,029 | 381,389 |
| SAN LUIS OBISPO | 1,223,937 | 914,731 | 2,138,667 |
| County of San Luis Obispo | 9,518,944 | 7,760,611 | 17,279,555 |
| Total Cities & County: San Luis Obispo | 13,691,947 | 10,859,187 | 24,551,134 |
| SAN MATEO COUNTY | | | |
| ATHERTON | 187,280 | 138,181 | 325,461 |
| BELMONT | 704,486 | 531,107 | 1,235,593 |
| BRISBANE | 125,550 | 91,684 | 217,234 |
| BURLINGAME | 784,719 | 592,536 | 1,377,255 |
| COLMA | 44,398 | 29,552 | 73,949 |
| DALY CITY | 2,800,419 | 2,132,756 | 4,933,174 |
| EAST PALO ALTO | 789,365 | 596,094 | 1,385,459 |
| FOSTER CITY | 870,900 | 658,519 | 1,529,419 |
| HALF MOON BAY | 330,239 | 246,869 | 577,108 |
| HILLSBOROUGH | 308,234 | 230,021 | 538,255 |
| MENLO PARK | 924,431 | 699,504 | 1,623,936 |
| MILLBRAE | 600,865 | 452,538 | 1,053,403 |
| PACIFICA | 998,053 | 755,871 | 1,753,924 |
| PORTOLA VALLEY | 124,733 | 91,059 | 215,792 |
| REDWOOD CITY | 2,190,286 | 1,667,533 | 3,857,820 |
| SAN BRUNO | 1,166,101 | 884,534 | 2,050,635 |
| SAN CARLOS | 773,155 | 583,683 | 1,356,838 |
| SAN MATEO | 2,684,217 | 2,043,788 | 4,728,005 |
| SOUTH SAN FRANCISCO | 1,724,638 | 1,311,019 | 3,035,657 |
| WOODSIDE | 150,137 | 109,743 | 259,881 |
| County of San Mateo | 15,723,297 | 10,690,822 | 26,414,119 |
| Total Cities & County: San Mateo | 34,005,503 | 24,537,414 | 58,542,917 |



DATE: June 7, 2021

TO: Mayor and Members of the City Council

FROM: Peter Pirnejad, City Manager
Jennifer Phan, Principal Management Analyst

SUBJECT: AGREEMENT WITH THE COUNTY OF SAN MATEO FOR CONTINUED
PROVISION OF ANIMAL CONTROL SERVICES FOR A FIVE-YEAR
TERM BEGINNING JULY 1, 2021 THROUGH JUNE 30, 2025

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an agreement with the County of San Mateo (the County) for continued provision of animal control services for a five-year term beginning July 1, 2021 through June 30, 2025.

EXECUTIVE SUMMARY/BACKGROUND

Animal Control has been one of the longest running regional/shared services in San Mateo County. Since 1952, the County has contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering service. All 20 cities in the County have in turn contracted with the County for these services. Historically, cities have taken advantage of the economies of pooling resources in order to realize lower costs for services than each city could likely achieve by providing its own services.

Animal Control services are provided by PHS in a 45,000 square foot building owned by the County at 12 Airport Boulevard in San Mateo.

The mandated animal control service functions occur at the County Shelter at Airport Boulevard. Those functions include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering animals; sheltering animals; spay/neuter clinic; and, vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work and field services staff are at

this location and respond to calls for service in our community.

On January 5, 2021 a request for proposals was released to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted a proposal on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

On March 4, 2021 the proposals were evaluated by a review committee comprised of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

Contract negotiations with PHS started March 24, 2021. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six City representatives. Negotiations were amicably concluded on April 3, 2021 with the following agreements:

Funding Term: July 1, 2021 – June 30, 2025

Amount: \$32,548,989.91

| | Year 1 Budget | Year 2 Budget | Year 3 Budget | Year 4 Budget | Year 5 Budget | Grand |
|---------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Budget Category | Total | Total | Total | Total | Total | Total |
| Personnel | \$3,432,241.20 | \$3,529,662.03 | \$3,635,551.89 | \$3,744,618.44 | \$3,856,957.00 | \$18,199,030.55 |
| Fringe | \$1,120,626.75 | \$1,152,434.65 | \$1,187,007.69 | \$1,222,617.92 | \$1,259,296.46 | \$5,941,983.48 |
| Operating Expenses | \$1,139,500.00 | \$1,162,290.00 | \$1,185,535.80 | \$1,209,246.52 | \$1,233,431.45 | \$5,930,003.76 |
| Equipment | \$78,200.00 | \$79,764.00 | \$81,359.28 | \$82,986.47 | \$90,058.36 | \$412,368.10 |
| Subcontracts | \$387,080.00 | \$373,221.60 | \$379,486.03 | \$385,875.75 | \$392,393.27 | \$1,918,056.65 |
| Other Costs | \$31,643.00 | \$30,108.00 | \$30,514.98 | \$28,678.90 | \$26,602.48 | \$147,547.36 |
| Total Expenditures | \$6,189,290.95 | \$6,327,480.28 | \$6,499,455.67 | \$6,674,024.00 | \$6,858,739.01 | \$32,548,989.91 |

ANALYSIS

The current Animal Control agreement between the County and PHS is set to expire on June 30, 2021. Animal Control services provided by PHS include the following, which would continue through June 30, 2026 under the proposed contract:

- Rescue animals
- Assist public safety
- Capture at-large stray animals
- Investigate animal bites and attacks
- Remove dead animals from public property

- Remove dead or living wildlife from private property if such wildlife has direct contact with humans and/or animals that involves a bite or attack
- Enforce of leash laws and local ordinances
- Euthanize severely injured deer in the field
- Pick up animals that are injured or confined at schools
- Respond to calls for animals in traffic
- Aggressive dogs at large or an aggressive dog that could cause harm to a human or animal
- Injury or sick domestic animal or wildlife
- Dangerous animal permit violations
- Dog or cats in traps
- Owned animal for relinquishment
- Stray patrol requests
- Provide shelter services, Veterinarian care, including the impounding, receiving of stray animals, sheltering, redemption of animals, treatment to include vaccinations, flea treatment, deworming
- Provide treatment services to injured animals
- Provide animal enrichment while at the shelter
- Provide owner requested euthanasia to our residents
- Provide in-person customer service at the County shelter that is open from 11 am- 7 pm seven days a week, enable residents to obtain animal licenses and look for a lost pet
- Provide our residents to visit their website to look for lost animals or find information about services that they provide
- Hold monthly vaccine clinics for the residents of the County

Oversight of Animal Control Services in San Mateo County:

The animal control contract before the City Council tonight was developed in concept and reviewed by a working group of County managers, City Managers and other interested city participants (for example, some Police Departments' personnel). The SMCCMA has also established a standing committee to do an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with PHS and the County hammering out the final outcome.

The County, with the support, review, and advice of the SMCCMA, other interested city participants, and subject matter experts, negotiated a new five-year agreement with PHS. Work on the RFP, new agreement, and contract negotiations began in earnest in 2019 and concluded in 2021.

Provisions of the Contract:

Costs:

In collaboration with PHS, the Cities/County negotiating team was able to reduce the proposed budget submitted by PHS by \$1.6 million dollars over 5 years with an increase in services to the residents of the County from the original RFP proposal. Compared to the current contract cost, the five-year contract represents a reduction of \$577,915 in contract costs over 5 years, again with additional service included.

One of the major structural changes to the contract is the invoicing based on actual expenditures as opposed to a percent of the contracted budget. This will mean that the County and Cities won't receive a refund check after the annual audit for savings, but also that PHS won't be incentivized to keep 50% of the savings as part of the past contract terms. Instead, the new contract includes an incentive for PHS if they meet the enhanced performance measures set forth in the contract. There will be no extra cost to the City because this incentive will be covered by the savings in the negotiated price. What this means for the City is there will be no increase to the contract costs until year four with a 2.4% from the present year and year five with a 5.1% (or 2.7% year over year from year 4) from the current fiscal term.

Each City will continue to pay the County for administering the agreement, with the first payment to be \$790,835 for FY 2021-2022, including the contract for an annual audit and for PetData to continue to provide the Chameleon database/reporting and then subsequent payments increasing between 1% and 3% annually over the term to \$846,894 the final year. These amounts are estimates and the Cities will only be billed for actual charges.

Outline of some of the increased contract services:

- Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.
- All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and participating City representatives.
- Ensure that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
- Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.

- Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
- Increased reporting to the County & Cities, to include fiscal reporting.
- Annual fiscal or performance audit.
- Moving from 4 performance measures to 36 ways to evaluate the performance of PHS.
- The addition of four animal control officers.

Additions or changes to Field service officers' responses:

Priority 1: Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:

- A Public Safety agency request for immediate assistance within one hour
- When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
- Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved. Prior to this Contract PHS would not respond to Mountain Lion calls

Priority 2: Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- Dog or cat in trap Current contract PHS responds within 24 hours new contract will be four hours
- Animal in custody (stray confined) Current contract PHS responds within 24 hours new contract will be four hours
- Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays) Current contract PHS responds within 24 hours new contract will be four hours

Priority 3: Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- Dead animal pick-up Current contract response time is 24 hours new contract will be 18 hours
- Animal bite quarantines Current contract response time is 24 hours new contract will be 18 hours

Priority 5: If there are no calls pending in the other priority categories:

- Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle and will maintain a patrol of no farther 500 yards from the vehicle. This is not in the current contract and will be added to the new contract.

FISCAL IMPACT

The City of Foster City's share of the total contract in FY 2021-2022 is 2.15% (or \$194,622), with the City's percentage share (and the share for all cities) being revisited annually. The number of service calls and sheltering animals generated by each city is tracked, and the average of the last three years' data is used to set the upcoming year's costs for member cities and for the County. Each city's (and unincorporated County) three-year average usage data is weighted 41% for field services and 59% for shelter services, with a credit for revenues (more about this below).

There are cost incentives built into the agreement. There will be an additional amount of \$100,000 annually included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

- Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
- Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
- Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.). and Contractor will provide a summary report on how the incentive money was spent.

Cost Allocation to Cities and Unincorporated County:

As mentioned above, annual costs are divided up in two ways. The first is to divide costs using a three-year average of usage, weighted 41% on field services and 59% on shelter usage. This weighting was selected by the negotiating team as it is representative of how PHS's costs are actually divided.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and collected fees. The contract gives each city credit for the animal licensing and collected fees revenue attributable to that particular city as a direct offset of its own share of costs. That change gives cities a mechanism to lower their costs by allowing them to do additional outreach to their residents to license and vaccinate their animals.

Performance Audit:

The agreement provides for an annual performance or fiscal audit if the Cities and County agree there is a need to assess whether PHS is achieving efficiency and effectiveness in performance of the services provided and provides a copy of the performance audit to the cities. The parameters of the audit and cost will be determined by a subgroup of all parties through a County administered RFP process. That RFP and the review process will be coordinated with interested city participants, such as through the SMCCMA.

Estimated costs for Foster City's portion of the County animal services agreement are already included in the City Manager Department's annual operating budget. Staff has included \$194,622 in the proposed budget for FY 2021-2022.

| | Percent |
|----------------------------|----------------|
| Atherton | 0.70% |
| Belmont | 2.58% |
| Brisbane | 0.90% |
| Burlingame | 3.74% |
| Colma | 0.53% |
| Daly City | 10.13% |
| East Palo Alto | 8.70% |
| Foster City | 2.15% |
| Half Moon Bay | 2.50% |
| Hillsborough | 1.16% |
| Menlo Park | 4.59% |
| Millbrae | 1.92% |
| Pacifica | 5.07% |
| Portola Valley | 0.37% |
| Redwood City | 12.55% |
| San Bruno | 6.09% |
| San Carlos | 3.15% |
| San Mateo | 15.61% |
| South San Francisco | 10.27% |
| Woodside | 1.03% |
| County | 6.27% |

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Animal Control services are vital to a community and an important component of public safety. This item is in alignment with the City Council's Vision and Mission in that these services work to humanely address the issues of animal control, keep the community safe from dangerous animals or to reduce unsightly strays, and respond to nuisance complaints. In addition, they may raise the mental health of residents by providing them with an animal companion and reducing the risk of neglected and abused animals through education for all pet owners.

Animal control services are highly specialized, require the ability to quickly deploy trained animal control officers in case of emergency, necessitate having a well-equipped brick and mortar facility to treat and house animals, the provision of veterinary and euthanasia services, requires specialized vehicles and equipment, and involves a host of other operational and administrative needs which it would be difficult and costly for Foster City to provide independently. Joining together with other cities in the County is a cost-effective way to provide shared, centralized services, and the City also benefits from the issuance of a competitive RFP and contract negotiations which represent all member cities.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Agreement
- Attachment 3 - Estimated FY 2021-2022 Animal Control Costs

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR CONTINUED PROVISION OF ANIMAL CONTROL SERVICES FOR A FIVE-YEAR TERM BEGINNING JULY 1, 2021 THROUGH JUNE 30, 2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

CITY OF FOSTER CITY

WHEREAS, the County of San Mateo ("County") has contracted with the Peninsula Humane Society ("PHS") for animal control field and sheltering service since 1952; and

WHEREAS, all twenty cities in the County have in turn contracted with the County for the provision of these services in order to take advantage of the efficiencies of pooling resources to realize lower costs for services than each city could likely achieve by providing its own services; and

WHEREAS, the County issued an Request for Proposals, and along with a group of city representatives, negotiated a new contract with PHS; and

WHEREAS, the County and City now wishes to enter into an agreement for Animal Control Services beginning July 1, 2021 through June 30, 2025; and

WHEREAS, the City of Foster City's estimated share of the total contract in FY 2021-2022 is 2.15% (or \$194,622), with the City's percentage share (and the share for all cities) being revisited annually.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the agreement with the County of San Mateo for continued provision of animal control services for a five-year term beginning July 1, 2021 through June 30, 2025 and authorizes the City Manager to execute the agreement on behalf of the City.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME,
COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA
VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO,
SOUTH SAN FRANCISCO, AND WOODSIDE FOR FACILITATION AND
COORDINATION OF ANIMAL CONTROL SERVICES**

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called “Agreement”, entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a “City” and collectively called the “Cities”;

WITNESSETH

WHEREAS, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

WHEREAS, the Cities and County, hereinafter collectively called “Parties”, wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

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

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA

Attachment 2 - Agreement between County of San Mateo and PetData Inc.

Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

2. Definitions

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

- 2.5 **Animal Licensing Contractor:** The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with administering and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.
- 2.6 **Animal Licensing Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.
- 2.7 **Animal Licensing Services Agreement:** Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.
- 2.8 **City or Cities:** Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.
- 2.9 **Holidays:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.
- 2.10 **Impounded Animal:** An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the County animal shelter.

3. **Each City's Responsibilities**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

Enforcement of provisions of any City's ordinance to the extent that it differs substantially from the County Ordinance, as amended by County from time to time, and results in an increase to Animal Control Contractor's costs, shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

- 3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.
- 3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.
- 3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration and enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.
- 3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of or challenge to an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

- 3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

Proportionate Share of Costs. Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

- a. That City's percentage of total field services provided, averaged over the prior three calendar years;
- b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;
- c. With field services weighted at 41% and shelter services weighted at 59%.

Net Program Costs. Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

- a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;
- b. Subtract all revenue received, not including licensing revenue;
- c. Attribute the balance to each City based on that City's Proportionate Share of Costs.
- d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

Annual Invoices. Each City will be invoiced for its Net Program Costs as follows:

- a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31st of each year;
- b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15th of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28th of each year.

4. **County Responsibilities**

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

- a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

| Fiscal Year | Amount |
|-------------|----------------|
| 2021-22 | \$6,189,290.95 |
| 2022-23 | \$6,327,480.28 |
| 2023-24 | \$6,499,455.67 |
| 2024-25 | \$6,674,024.00 |
| 2025-26 | \$6,858,739.01 |

- b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately \$192,000).

| Current Contract 2016-2021 | Amount |
|-------------------------------|--|
| One year license | \$4.28 per license |
| Multi-year license | \$4.28 for the first year and \$2 for each additional year |
| Late fees collected | \$2.50 collection service fee for each license |
| Replacement tags | \$4.28 per tag |
| Bank and supply fees | Actual cost |

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

| Fiscal Year | Amount |
|-------------|-----------|
| 2021-22 | \$790,835 |
| 2022-23 | \$790,375 |
| 2023-24 | \$814,086 |
| 2024-25 | \$822,227 |
| 2025-26 | \$846,894 |

- 4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

- a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.
- b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

- c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.
- e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.
- g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.
- h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:
 - 1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall be the responsibility of all Cities based on the proportionate share of costs.

- i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.
- j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of \$81,000 has been added to the administrative cost table in section 4.2).
- k. For Spay/Neuter Assistance Vouchers:
 1. Allocate one dollar from each annual license fee paid for a dog or cat to:
 - i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and
 - ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.
 2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

- l. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.
- m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.
- n. Dangerous Animal Designations:
 - 1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
 - 2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
 - 3. Monitor data received from Animal Control Contractor; and
 - 4. Send monthly updated reports to each City's representative.
- o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.
- p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.
- q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.
- r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

- t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

5. **General Provisions**

- 5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.
- 5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

Shelter Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Field Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Veterinary Medical Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Operations. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

5.3 **Animal Shelter.**

The Parties acknowledge:

- 1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. The Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 ("Memorandum"), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and paying its proportionate share, as previously agreed in the Memorandum".

5.4 **Facilities & Equipment.**

- a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed \$125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds \$125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County's designated contractor solely for the purpose of providing services under this Agreement.

- b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.
- c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

- 5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

- 5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

- 5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

- 5.8 **Term and Termination.** Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

- 5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

- 5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

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

- 5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.
- 5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.
- 5.13 **Hold Harmless.**
- a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.
 - b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

- c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.
- d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.
- e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

- f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- 5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.
- 5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:

Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing

Address: 225-37th Avenue San Mateo, CA 94403

Telephone: 650.573.2623

Email: lmorton-feazell@smcgov.org

- 5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

- 5.17 **Electronic Signature.** All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.
- 5.18 **Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____

COUNTY OF SAN MATEO

President, Board of Supervisors

Dated: _____

ATTEST:

TOWN OF ATHERTON

Town of Atherton, Clerk

By

Dated: _____

ATTEST:

CITY OF BELMONT

City of Belmont, Clerk

By

Dated: _____

ATTEST:

CITY OF BRISBANE

City of Brisbane, Clerk

By

Dated: _____

ATTEST:

CITY OF BURLINGAME

City of Burlingame, Clerk

By

Dated: _____

ATTEST:

TOWN OF COLMA

Town of Colma, Clerk

By

Dated: _____

ATTEST:

CITY OF DALY CITY

City of Daly City, Clerk

By

Dated: _____

ATTEST:

CITY OF EAST PALO ALTO

City of East Palo Alto, Clerk

By

Dated: _____

ATTEST:

CITY OF FOSTER CITY

City of Foster City, Clerk

By

Dated: _____

ATTEST:

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By

Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH

Town of Hillsborough, Clerk

By

Dated: _____

ATTEST:

CITY OF MENLO PARK

City of Menlo Park, Clerk

By

Dated: _____

ATTEST:

CITY OF MILLBRAE

City of Millbrae, Clerk

By

Dated: _____

ATTEST:

CITY OF PACIFICA

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

City of San Bruno, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN CARLOS

City of San Carlos, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN MATEO

City of San Mateo, Clerk

By

Dated: _____

ATTEST:

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By

Dated: _____

ATTEST:

TOWN OF WOODSIDE

Town of Woodside, Clerk

By

EXHIBIT A

CONTRACT AREAS

The following Cities have contracted for services pursuant to this Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

EXHIBIT B
PROPORTIONATE SHARE OF COST

FY 2021-22 Proportionate Share of Cost:

| | |
|---------------------|--------|
| Atherton | 0.70% |
| Belmont | 2.58% |
| Brisbane | 0.90% |
| Burlingame | 3.74% |
| Colma | 0.53% |
| Daly City | 10.13% |
| East Palo Alto | 8.70% |
| Foster City | 2.15% |
| Half Moon Bay | 2.50% |
| Hillsborough | 1.16% |
| Menlo Park | 4.59% |
| Millbrae | 1.92% |
| Pacifica | 5.07% |
| Portola Valley | 0.37% |
| Redwood City | 12.55% |
| San Bruno | 6.09% |
| San Carlos | 3.15% |
| San Mateo | 15.61% |
| South San Francisco | 10.27% |
| Woodside | 1.03% |
| County | 6.27% |

Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA

Agreement No. _____

AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called “Contractor.”

* * *

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Animal Care, Control, and Shelter services to the County and participating cities as set forth in this Agreement for Animal Care and Control Services (“Agreement”).

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

1. Exhibits and Attachments

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

- Exhibit A – Services
- Exhibit B - Payments and Rates
- Exhibit C– Excluded Services
- Exhibit D – Contract Areas (County and Participating Cities)
- Exhibit E – Fees to be Collected for Services Provided
- Exhibit F – Five-Year Budget
- Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Attachment I - Fingerprinting Certification Form
- Attachment J - Rabies Algorithm
- Attachment K - Animal Shelter Facility Use and Maintenance Agreement
- Attachment L - Peninsula Humane Society Holidays
- Attachment M – County-Owned Radio Equipment

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

5. Termination

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

6. Contract Materials

At the end of the term of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor in performance of services under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

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

8. Hold Harmless and Indemnification

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of: injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

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

County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

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

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence. This provision shall survive termination of this Agreement.

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

- i. termination of this Agreement; and/or
- ii. liquidated damages of \$2,500 per violation; and/or
- iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
- iv. imposition of other applicable civil remedies and sanctions as provided by law.

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Lori Morton-Feazell / Health Services Manager
 Address: 225-37th Avenue, San Mateo, CA 94403
 Telephone: 650-573-3726
 Email: lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title: Anthony Tansimore / President
 Address: 1450 Rollins Road, Burlingame, CA 94010-2307
 Telephone: 650-340-7022 ext. 309
 Email: atansimore@phs-sPCA.org

18. Electronic Signature

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

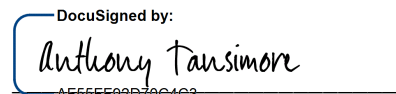
19. Payment of Permits/Licenses

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

* * *

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

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

| | | |
|---|------------------------|--------------------------------|
| DocuSigned by: | | |
|  | 5/6/2021 4:03 PM PDT | Anthony Tansimore |
| Contractor Signature | Date | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. COMMON GOALS

A. All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

B. County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

II. POLICIES AND PROCEDURES

A. All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

B. The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

C. Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

D. Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

E. Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

F. Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

G. Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

H. Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

I. Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

J. Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

K. Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

L. To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

III. SHELTER SERVICES

A. Receiving animals

Contractor will:

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.
2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.
3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.
4. Solicit information on impounded stray animals.
5. Evaluate and document each animal's health at intake.
6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.
7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).
8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

B. Care of animals

Contractor will:

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.
2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.
3. Microchip all animals designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.
4. Provide animal food that meets nutritional and medical needs of animals.

5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.

6. Provide County representatives with a master schedule for Animal Care staff upon request.

C. Owner-surrendered animals

Contractor will:

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.
2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

D. Identifying animals

Contractor will:

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

E. Evaluating animals

Contractor will:

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.
2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.
3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.
4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.
5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.
6. Perform kennel enrichment programs to reduce stress for sheltered animals.
7. Place adoptable animals up for adoption or transfer.

8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.
9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.
10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

F. Length of stay of animals

Contractor will:

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.
2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

G. Rabies testing/exposure

Contractor will:

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.
2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.
3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.
4. Ensure that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.
6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.
7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

H. Disposal of dead animals

Contractor will:

1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.
2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.
3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

I. Transferring animals into County Shelter

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:
 - a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.
 - b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of \$15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

J. Working with partner groups

Contractor will:

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.
2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.
3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

K. Vaccinating, deworming, flea prevention, photos, documentation

Contractor will:

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.
2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.
3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.
4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.
6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

L. Keeping County Shelter clean and disinfected

Contractor will:

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:
 - a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.
 - b) Surfaces and Drainage
 2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.
 3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.
 4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.
 5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.
 6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.
 7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.
 8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.
 9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

M. Providing enrichment

Contractor will:

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

N. Euthanasia

Contractor will:

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

O. Owner-requested euthanasia

Contractor will:

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at:
https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf
2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.
3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as "Owner Intended Euthanasia" if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor's staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as "Owner Surrender Euthanasia."
4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.
5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

P. Documentation

Contractor will:

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

Q. Adoption of animals

Contractor may:

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

Contractor will:

2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

IV. FIELD SERVICES

A. Respond to field service calls

Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.
2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:
 - a) Imminent threat to a person by an aggressive domestic, exotic or wild animal
 - b) A Public Safety agency request for immediate assistance
 - c) Possible rabid animal
 - d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)
 - e) A dog that has bitten a human or that has attacked another animal and that remains at large
 - f) Major injury to dog, cat, or domestic animal
 - g) An animal in hot car or an animal that is otherwise in immediate danger
 - h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property
 - i) Animals at large causing a traffic hazard (including livestock)
 - j) Rescue animals when the animal's life is in danger
 - k) Dogs harassing livestock if the livestock's life is in danger
 - l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
 - m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- a) Dog, cat or domestic animal sick, or with minor injury
- b) Sick or injured wildlife
- c) All non-threatening Dangerous Animal permit violations
- d) Dog or cat in trap
- e) Animal in custody (stray confined)
- f) Pack of dogs
- g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance
- b) Rescue animals when the animal's life is not in danger
- c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.
- d) Dead animal pick-up
- e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

- a) Stray patrol request
- b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

- a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

C. Enforcement of state and local animal control laws; Municipal code violations

Contractor will:

1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

D. Citations

Contractor will:

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

E. Impoundment of animals

Contractor will:

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

F. Transport of sick, injured animals

Contractor will:

1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

G. Field euthanasia

Contractor will:

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

H. Investigations for animal bites, dangerous & vicious animal cases

Contractor will:

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.
2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

I. Removal of dead animals

Contractor will:

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.
2. Remove stray dead domestic animals from private property for no charge.
3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.
4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.
5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

J. Quarantine of animals

Contractor will:

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.
2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

K. Dispatch

Contractor will:

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.
2. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.
3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.
4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.
5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

V. VETERINARY MEDICAL SERVICES

A. Provide veterinary care for animals

Contractor will:

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.
2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.
4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.
5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.
6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.
7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).
8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to be performed.
9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

B. Veterinarian medical licensing/registration

Contractor will:

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.
2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.
3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

C. Medical examination, treatment, and medication

Contractor will:

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.
2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

VI. OPERATIONS

A. Personnel

1. Staffing

Contractor will:

- a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

2. Contract Funding of Staff

Contractor will:

- a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

3. Training

Contractor will:

- a) Annually provide a training plan that includes any certifications required by State laws.
- b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.
- c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.
- d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.
- e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.
- f) Require all staff that perform animal euthanasia to be trained pursuant to State law.
- g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

4. Volunteer Program

Contractor will:

- a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.
- b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.
- c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.
- d) Outline how they will recruit and coordinate volunteers and assigned activities.
- e) Track volunteer hours and report numbers annually to the County.
- f) Outline which tasks the volunteers will be assigned to complete at the shelter.

B. V.6.4. Vehicles

1. Acquiring /Replacement

Contractor will:

- a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

2. Vehicle Maintenance and Repair

Contractor will:

- a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.
- b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.
- c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.
- d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.
- e) Ensure all vehicles receive routine maintenance as required by the manufacturer.
- f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.
- g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.
- h) Clean and disinfect after an animal has been transported in the vehicle.
- i) Ensure all vehicles are kept clean on the inside and outside.

C. Procurement

1. Inventory

Contractor will:

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of \$1,000 or more.

2. Computer Hardware and Software

Contractor will:

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

b) County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

D. Administration

1. Financial systems

Contractor will:

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

2. Financial Audit & Operational Audit

Contractor will:

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

3. Documentation

Contractor will:

- a) Maintain for at least four (4) years after contract termination, and provide to County, or any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- b) Maintain for at least four (4) years after contract termination, and provide to County as requested records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.
- c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

4. Quality Improvement

- a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

E. Public services

- 1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.
- 2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.
- 3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.
- 4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.
- 5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

Contractor will:

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

F. Provide monthly low-cost vaccination clinics at the shelter

Contractor will:

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

G. Issuing licenses

Contractor will:

1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.
2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.
3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.
4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.
5. Provide an online option on the Contractor's website (<https://www.petdata.com/> URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.
6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.
7. Collect all fees documented in the ordinances.
8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

H. Software

Contractor will:

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.
2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.
3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.
5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).
6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatched to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.
7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

I. Disaster response

Contractor will:

1. Coordinate with County in the event of a disaster/declared state of emergency.
2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.
3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.
4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.
5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.
6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.
7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

- 8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.
- 9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.
- 10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

J. Mutual Aid

Contractor will:

- 1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.
- 2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

K. Recovery

Contractor will:

- 1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.
- 2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.
- 3. Plan Continuity of Operations Plan (COOP)
- 4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

VII. REPORTING

Provider will provide the following reports as specified within the required time period.

| Monthly Reports | DUE |
|---|----------------|
| 1. Live animal intake kennel statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested | Upon Invoicing |

| | |
|---|--|
| euthanasia, etc. by Jurisdiction and summarized | |
| 2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife | Upon Invoicing |
| 3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome | Upon Invoicing |
| 4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results. | Upon Invoicing |
| 5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome. | Upon Invoicing |
| 6. Number of citations issued, categorized by ordinance and jurisdiction. | Upon Invoicing |
| 7. Number of voidable license citations issues and number voided with the purchase of a license. | Upon Invoicing |
| 8. Revenues collected by jurisdiction and type and summarized. | Upon Invoicing |
| 9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County. | Upon Invoicing |
| 10. Staff report on FTE percentage of hours spent at the County shelter. | Upon Invoicing |
| | |
| Quarterly Reports | Due |
| 1. License sales performed by Contractor by species and type and jurisdiction with summary. | Upon invoicing for January, April, July, October |
| 2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type. | Upon invoicing for January, April, July, October |
| 3. Dangerous & vicious animal cases by jurisdiction and outcomes. | Upon invoicing for January, April, July, October |
| 4. Animal Control/Humane Officer training | Upon invoicing for January, April, July, October |
| 5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome. | Upon invoicing for January, April, July, October |

| | |
|--|--|
| 6. Maintenance and repair report listing all vehicles and the service received. | Upon invoicing for January, April, July, October |
| | |
| Annual Reports | Due |
| 1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics | Prior calendar year upon invoicing for February |
| 2. Medical services staff training--list of staff, type of training, and dates of completion. | Prior calendar year upon invoicing for February |
| 3. Field officer training - list of staff, type of training, and dates of completion. | Prior calendar year upon invoicing for February |
| 4. Animal care staff training - list of staff, type of training, and dates of completion. | Prior calendar year upon invoicing for February |
| 5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used. | Prior calendar year upon invoicing for February |
| 6. Annual financial audit statement. | December 31st of the current year |
| 7. Customer satisfaction rating survey results. | Prior calendar year upon invoicing for February |
| 8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. | Prior calendar year upon invoicing for February |
| 9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable. | Prior calendar year upon invoicing for February |
| 10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each. | Prior calendar year upon invoicing for February |
| 11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract. | Prior calendar year upon invoicing for February |
| 12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for | Current fiscal year upon invoicing for August |

| | |
|---|--|
| the following year. | |
| 13. Current policy and procedures (SOPs). | Prior calendar year upon invoicing for February |
| 14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year. | January 31 st and February 15 th for prior calendar year |
| 15. Provide the County with an inventory list of County owned equipment. | Prior calendar year upon invoicing for February |
| 16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries. | Prior calendar year upon invoicing for February |
| 17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome. | Prior calendar year upon invoicing for February |
| 18. Number of volunteers, hours and tasks performed. | Prior calendar year upon invoicing for February |
| 19. Provide the County with an itemized list of all County fees collected. | Prior calendar year upon invoicing for February |
| 20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County. | Prior calendar year upon invoicing for February |
| 21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter. | Prior calendar year upon invoicing for February |

VIII. PERFORMANCE MEASURES

Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for $\pm 15\%$ variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for $\pm 10\%$ variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

Non-Incentive Performance Measures

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

Exhibit B

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

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). The county shall pay the contractor in accordance with the following terms:

A. Budget

1. Fiscal Year and Amount
 - a) 2021-22: \$6,189,290.95
 - b) 2022-23: \$6,327,480.28
 - c) 2023-24: \$6,499,455.67
 - d) 2024-25: \$6,674,024.00
 - e) 2025-26: \$6,858,739.01
2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
3. A detailed proposed budget is included as Exhibit F.
4. An additional amount of \$100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:
 - a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
 - b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
 - c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

B. Incentive Money

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

C. Cost Overruns

1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.

2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

3. If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If, within 90 days, Parties reach mutual agreement as to how to proceed as a result of the change in law, it shall be memorialized as an amendment to this Services Agreement. If, after no less than ninety (90) days, Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

D. Modifications to the Budget or Payments

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.
2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

E. Budget Monitoring and Exceptions

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

F. Method of Payment and Invoicing

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

- (1) June 18, 2022
- (2) June 17, 2023
- (3) June 15, 2024
- (4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5th, 2021 in the amount of \$500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.

3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.

4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell
 San Mateo County Animal Control and Licensing
 225 37th Ave, PONY PBH319ACL
 San Mateo, CA 94403
 650-573-3726
 lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

- (1) *Total amount of expenses incurred*
- (2) *A breakdown of those expenses according to budget categories included in Exhibit F*
- (3) *A payroll report of positions identified in the annual organizational chart*
- (4) *Associated reports on performance metrics*
- (5) *A description of any accomplishments or challenges in providing services or changes to service provision.*

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

G. Signature Claims Certification and Program Integrity

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.
2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.
3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____"

Exhibit C
Excluded Services

- 1) Enforcement of regulations regarding the number of animals per household.
- 2) Removal and/or disposal of dead marine animals.
- 3) Pick up of baby birds.
- 4) Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
- 5) Respond to barking dog complaints or animal noise nuisance complaints.
- 6) Respond, whether dead or alive, to marine mammals/fish
- 7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
- 8) Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.
- 9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
- 10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
- 11) Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
- 12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
- 13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
- 14) Care, treatment and rehabilitation of wildlife.

Exhibit D
Contract Areas

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibit E
Fees to be Collected for Services Provided

In consideration of the payments set forth in Exhibit B, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees.

A. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.

1. Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.
- a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

B. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:
 - a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;
 - b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
 - c) Animal rescue costs on private property.
2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).
3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).
4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).
5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).
6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).
7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).
8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).
9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.
10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

C. Uncollectable Fees

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.
2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.
3. Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.
4. If fees remain uncollectable after reasonable efforts, Contractor will send the following to the County on a monthly basis:
 - a) Excel spreadsheet showing the following:
 - (1) *Responsible party's name, address, and telephone*
 - (2) *Service provided and fee charged by Contractor*
 - (3) *Reason Contractor was unable to collect fee at the time of service*
 - b) Itemized invoice
 - c) Returned check, if applicable

Exhibit F
Five-Year Budget (PROPOSED IN RFP)

| Entity Name: Peninsula Humane Society | | | | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| | Year 1 Budget | Year 2 Budget | Year 3 Budget | Year 4 Budget | Year 5 Budget | Grand |
| Budget Category | Total | Total | Total | Total | Total | Total |
| Personnel | \$3,432,241.20 | \$3,529,662.03 | \$3,635,551.89 | \$3,744,618.44 | \$3,856,957.00 | \$18,199,030.55 |
| Fringe | \$1,120,626.75 | \$1,152,434.65 | \$1,187,007.69 | \$1,222,617.92 | \$1,259,296.46 | \$5,941,983.48 |
| Operating Expenses | \$1,139,500.00 | \$1,162,290.00 | \$1,185,535.80 | \$1,209,246.52 | \$1,233,431.45 | \$5,930,003.76 |
| Equipment | \$78,200.00 | \$79,764.00 | \$81,359.28 | \$82,986.47 | \$90,058.36 | \$412,368.10 |
| Subcontracts | \$387,080.00 | \$373,221.60 | \$379,486.03 | \$385,875.75 | \$392,393.27 | \$1,918,056.65 |
| Other Costs | \$31,643.00 | \$30,108.00 | \$30,514.98 | \$28,678.90 | \$26,602.48 | \$147,547.36 |
| Total Expenditures | \$6,189,290.95 | \$6,327,480.28 | \$6,499,455.67 | \$6,674,024.00 | \$6,858,739.01 | \$32,548,989.91 |

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

I. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

II. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designated by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

IV. OBLIGATIONS OF COUNTY

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

V. PERMISSABLE REQUESTS BY COUNTY

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

VI. DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

Attachment I
Fingerprinting Certification Form

DATE: July 1, 2021

AGREEMENT WITH: Peninsula Humane Society & SPCA

FOR: Peninsula Humane Society & SPCA

Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

NAME: Anthony Tansimore

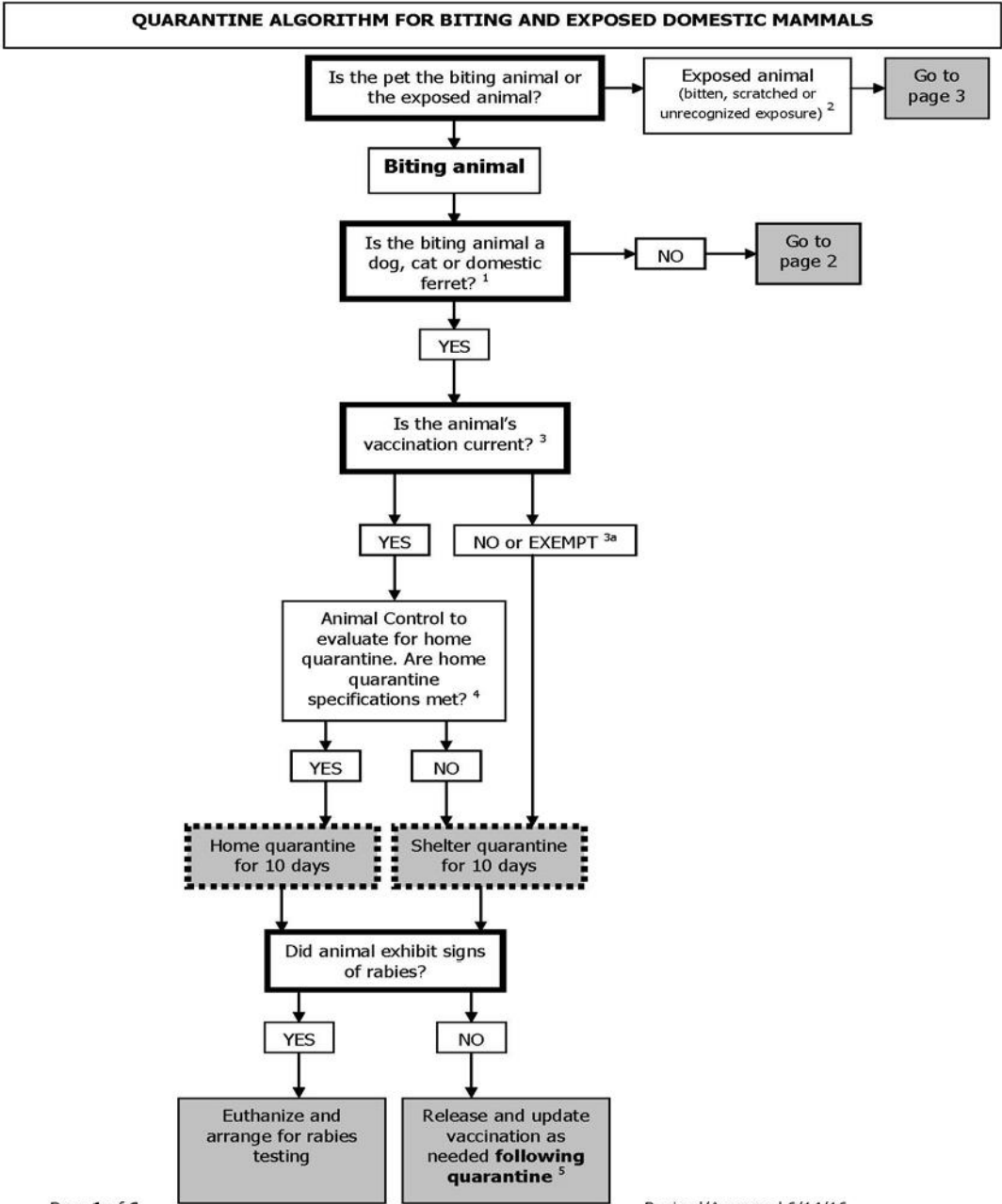
TITLE: President

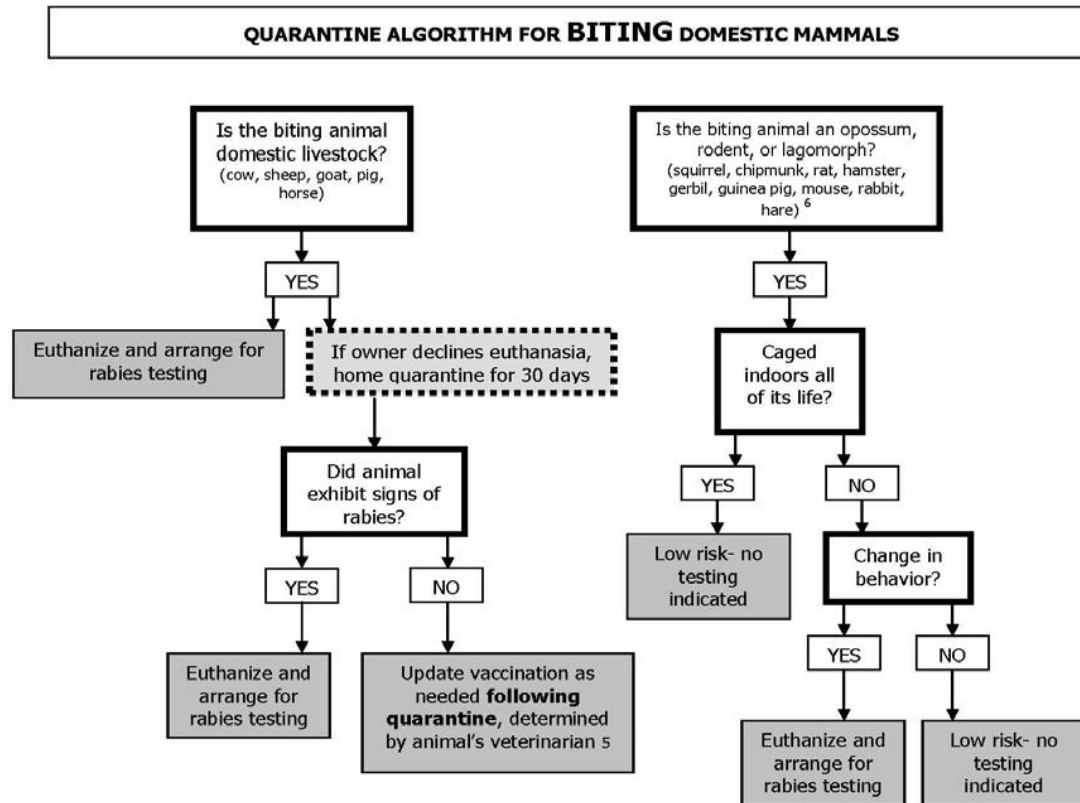
SIGNATURE:

DocuSigned by:
Anthony Tansimore
AF55FF92D70C4C3...

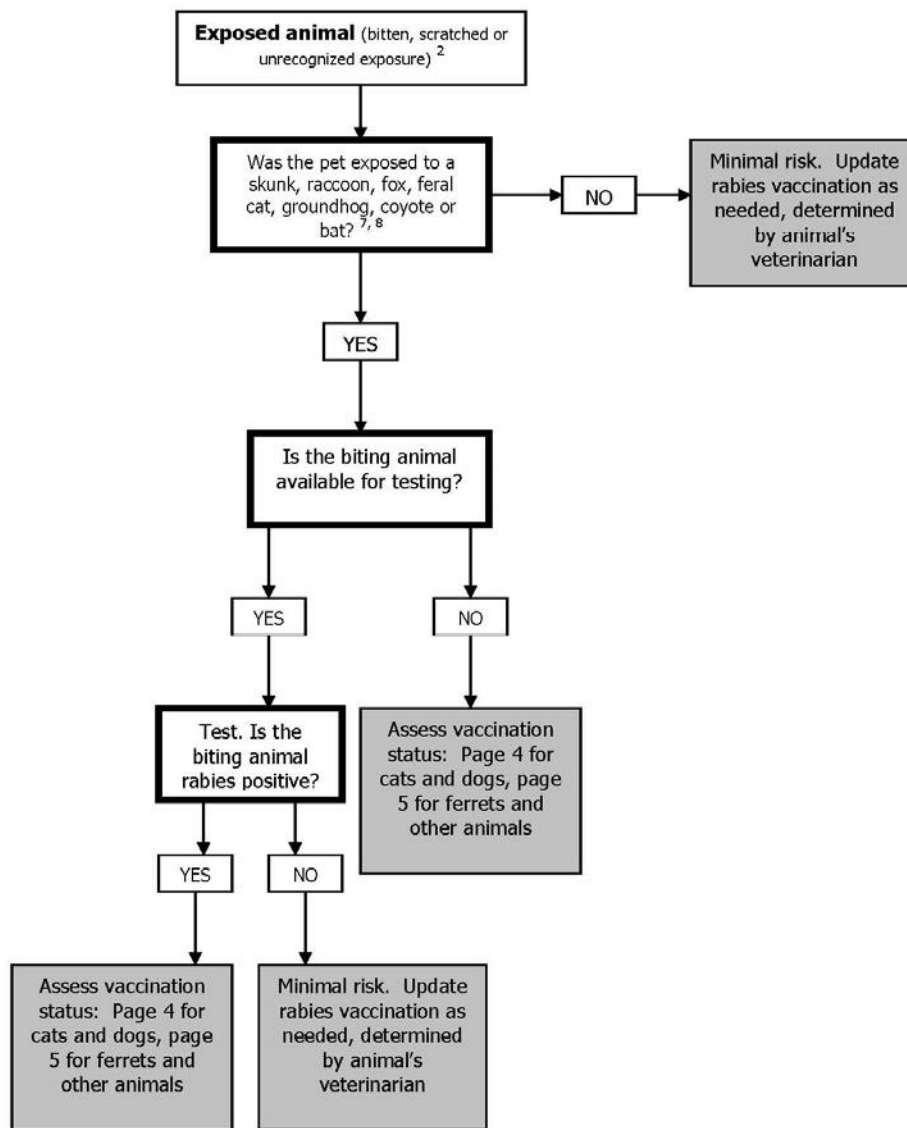
5/6/2021 | 4:03 PM PDT

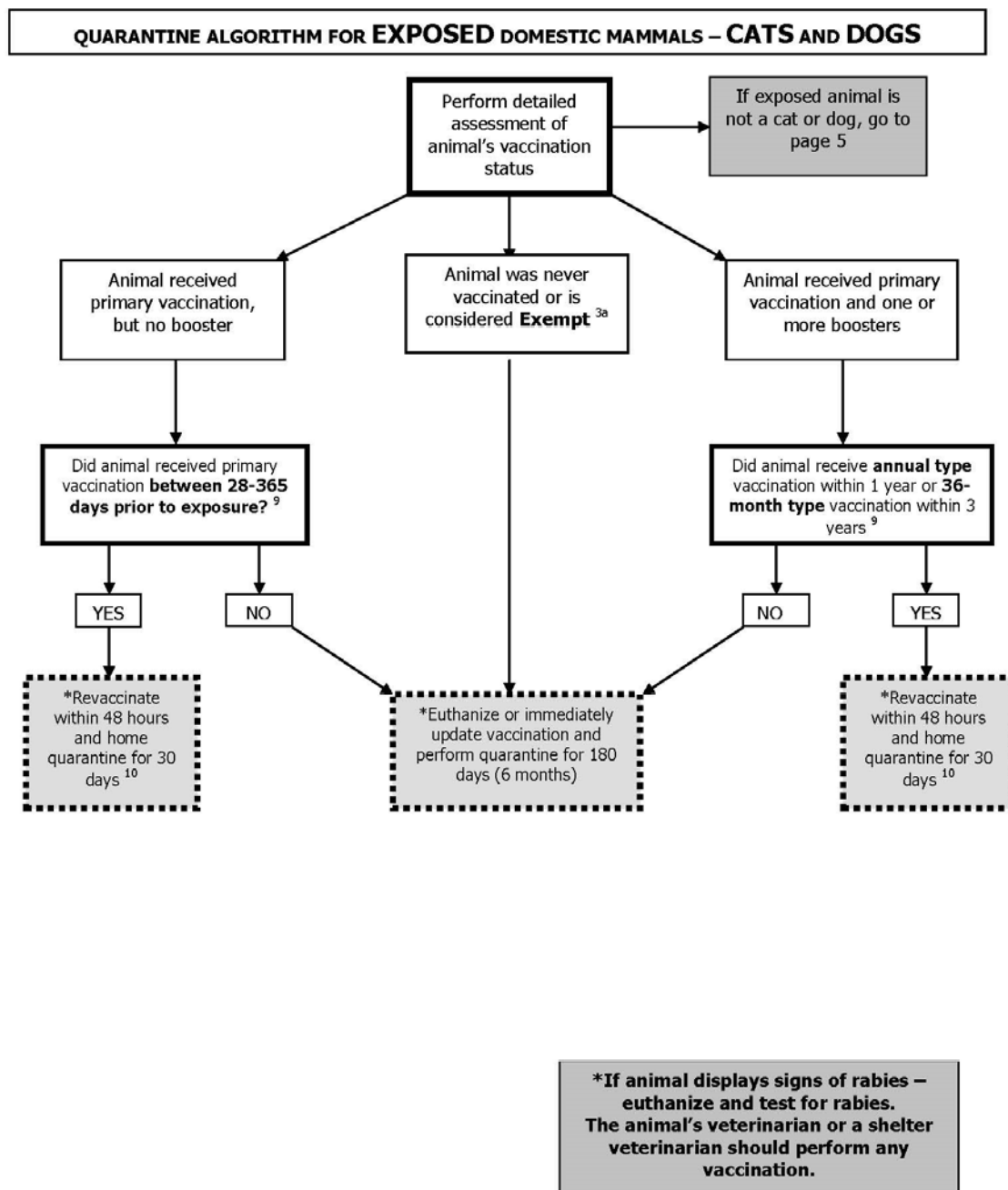
Attachment J
Rabies Algorithm

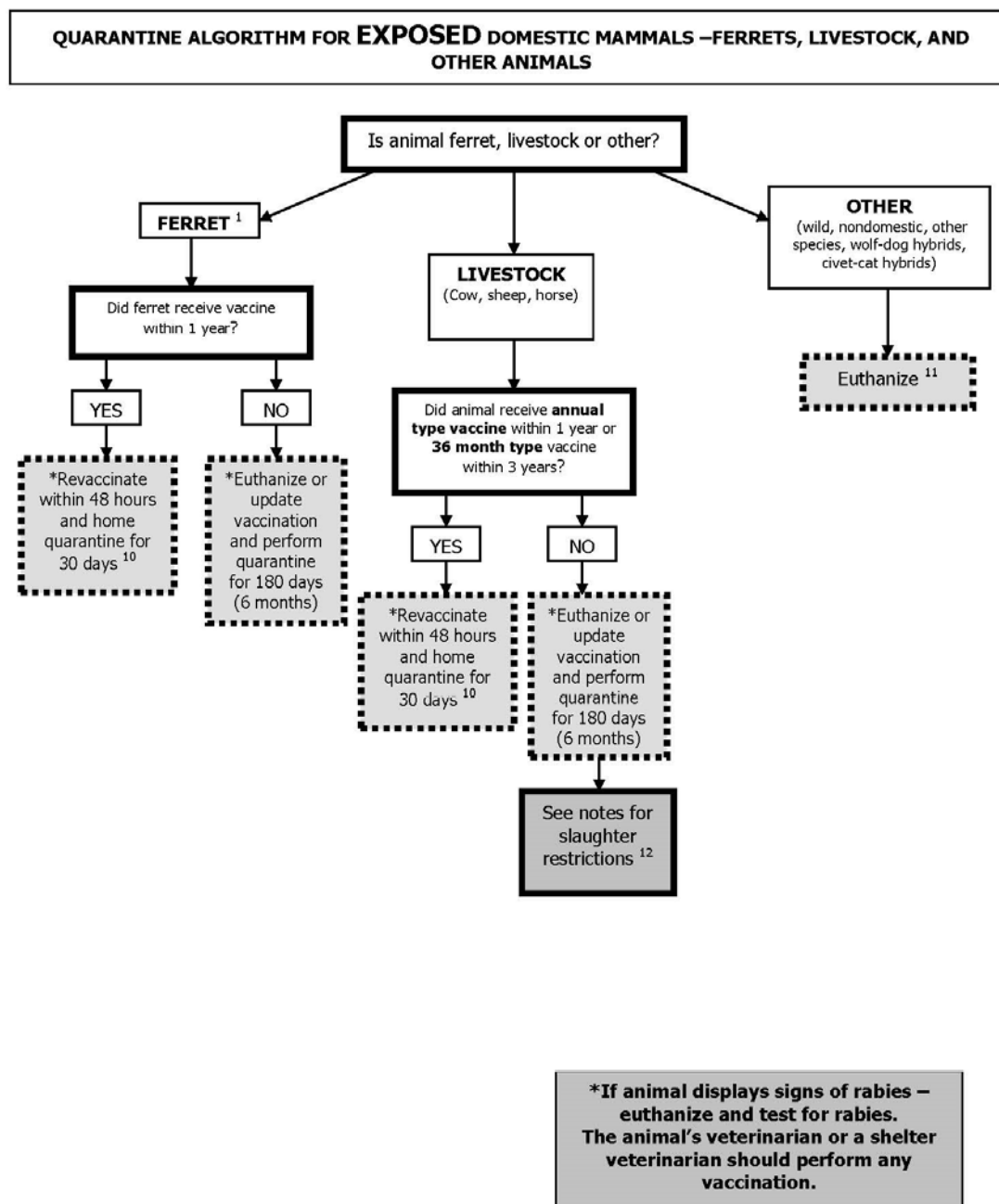




QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL







NOTES

- 1 Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.
- 2 Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.
- 3 Current rabies vaccination per California Health & Safety Code Section 121690.
- 3a Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.
- 4 The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022
- 5 Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.
- 6 Small rodents and lagomorphs have a low risk of rabies.
- 7 These are wild animals at high risk for infection with rabies.
- 8 Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.
- 9 Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.
- 10 San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.
- 11 Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.
- 12 Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend

| | |
|---|-------------------|
|  | Quarantine action |
|  | Other action |
|  | Question |
|  | Answer |

Attachment K
Animal Shelter Facility Use and Maintenance Agreement



Animal Shelter Facility Use and Maintenance Agreement

Between

The County of San Mateo as "County"

and

Peninsula Humane Society & SPCA as "Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

Section I. General Provisions

- A. The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").
- B. The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

If there is a material breach of this Agreement by Contractor, then this Agreement is subject to termination at the County's option if Contractor fails to cure the breach within sixty days (60) notice by County of such breach. However, if the breach is causing continuing damage to the Shelter, County may take any steps necessary to immediately halt such damage, and if the breach is intentional or negligent, then Contractor shall be solely responsible for the cost and expense.

Upon expiration or termination of this Agreement and/or the Animal Control Service Agreement, Contractor shall be given 7 days to vacate the Shelter by removing all Contractor-owned and personal items and return the Shelter in a clean and orderly fashion, ordinary wear and tear excepted. Contractor will use best efforts to not disrupt any operations occurring at the shelter during this time

- C. This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.
- D. The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to meet the financial needs of maintaining the Shelter, and/or performing Contractor's maintenance and repair duties under this Agreement, the Contractor will not be responsible for the payment of any overage, unless caused by its negligent or intentional acts or omissions. If the Contractor anticipates costs that will exceed the Contract Funds, Contractor will use best efforts to provide County with notice as soon as it becomes aware of such potential overage, on a quarterly basis, and provide adequate documentation of the cause and amount of such anticipated coverage.

E. Indemnification and Insurance

1. Hold Harmless & Indemnification

- (i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.
- (ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

- (iii) In the event claims are brought against Contractor and County, the ultimate liability for damages, shall be apportioned according to the comparative fault of Contractor and County.

The duty of Contractor, and of the County, to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. Property Damage Coverage

All Risk Contractor at its cost shall maintain on the building and improvements that are a part of the Shelter a policy of all risk property, in the amount of the replacement value of the Shelter, its improvements and contents. The insurance policy shall be issued in the names of County and Contractor as their interests appear. The insurance policy shall provide that any proceeds shall be payable to County, excluding proceeds related to damage to equipment and supplies owned by Contractor.

3. Liability Insurance

Contractor at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits Insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's use or occupancy of the Premises:

- (i) Shelter Premises Liability with a minimum limit of \$1,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
- (iii) County shall be named as "additionally insured";
- (iv) All required Insurance shall contain a Separation of Insureds or Severability of Interests provision; and
- (v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable.) Written notice shall be sent to:

County of San Mateo
Attn: Animal Services
225 37th Ave.
San Mateo CA. 94403

4. Workers' Compensation and Employer's Liability Insurance

During the entire term of this Agreement, Contractor shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability. In executing this Agreement, Contractor makes the following certification:

Contractor is aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. Contractor will comply with such provisions.

5. Miscellaneous Insurance Provisions

Contractor shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

- (i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A- IV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
- (ii) Be issued as a primary policy.
- (iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- (iv) County shall be named as "additionally insured" on each policy.

6. Certificate of Insurance

A certificate of insurance, together with evidence of payment of premium, shall be deposited with County at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Contractor fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, County may declare a material breach and terminate the Agreement as provided herein or, at its option take out all or part of the required insurance and pay the premium thereon on behalf of Contractor.

7. Force Majeure

- (i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.
- (ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- (iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.
- (iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:
 - a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
 - e) regional health emergency due to government health advisory(ies); and

- f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.
- g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not in itself be considered an event of force majeure even if such increased costs are the result of such an event.

Section II. Contract Information

To better coordinate all services, Facilities Services has established the Facilities Customer Service Center (FCSC). The FCSC provides a single point of contact for customers and dispatch of staff and should be the primary resource for departmental or Contractor's Maintenance Coordinators and others responsible for requesting maintenance services. The FCSC is staffed during normal business hours and can be reached at 363-4444.

For management issues and/or to discuss specific activities or projects, the overall coordinator of this Agreement and the main point of contact is Gary Behrens, Facilities Services Manager, 363-1875.

For custodial issues specifically, contact Duane Minor, Building Services Manager, 363-4445.

The supervisor for each area or function will manage day-to-day activities:

1. Win Maung, 599-1300 (wmaung@smcgov.org). Operation and maintenance of facility systems and equipment for County owned buildings at the Government Center, Redwood City.
2. Thomas Sipp, 312-5257 (tsipp@smcgov.org). Operation and maintenance of facility systems and equipment for County owned and leased buildings in outlying areas.
3. Patrick Oliver, Crafts Supervisor, 363-1877 (poliver@smcgov.org). Repair, maintenance, and safety/regulation required upgrades related to carpentry, painting, and locksmith services for all County facilities.
4. Jose Villalobos or Mark LaGrone, 363-1951 (jvillalobos@smcgo.vorg & mlagrone@smcgov.org). Custodial, parking lot, loading dock, and room set-up services for all County Center facilities.

Facilities Services is responsible for updating and maintaining this list with current contact information.

Section III. Baseline Services

The baseline services outlined below are to be paid for by Contractor solely with funds provided to Contractor under the Animal Control Services Agreement the provided ("Contract Funds") (see Section VII for current charges). If these fees exceed the Contract Funds, the financial obligations shall be resolved in accordance with Section I.D., supra.

A. General Shelter Facility

1. **Preventive Maintenance and Routine Repairs**

Facilities Services will responsible for performing regular repair and maintenance on the Shelter, including all parts, material and labor. Facilities Services will make, or schedule repairs as determined by the County to be needed, or pursuant to a reasonable request by Contractor, with 24 hours advance notice to Contractor if possible, by phone or email. Repairs and maintenance include, but are not limited to, any and all work on the following areas of the Shelter:

- i. Structural portions of buildings (roof, gutters, doors, skylights windows, flooring)
- ii. Solar panels and carports
- iii. Repair and maintenance to the building mechanical systems including heating, ventilation & air conditioning system (HVAC), electrical distribution and lighting
- iv. Repairs of electrical systems (except for light fixtures)
- v. Exterior painting (with exception of any touch-up exterior painting)
- vi. Interior painting of common areas in County standard colors (entrances, lobbies, restrooms, main hallways)
- vii. All major plumbing issues shall be maintained by Facilities Services; however, toilet fixtures and sink clogs shall be the responsibility of the Contractor. If any damage is caused by Contractor's, or a vendor of Contractor's, intentional or negligent acts, Contractor shall be responsible for the cost of repair, not out of Contract Funds. County shall not be considered a vendor for the purposes of this Agreement.
- viii. Preventative maintenance of the fire alarm system
- ix. Generators and emergency power systems
- x. All warranty work related to the new construction. Facilities Services to communicate to Contractor which items are under warranty.
- xi. Facilities Services staff will perform quarterly facility inspections to identify the condition of the various systems and structure and will identify necessary repairs or maintenance to be performed to keep the facility in proper condition. Facilities Services and other County staff or officials may inspect the condition of the Shelter Facility at any time during working hours. In order to limit the impact to Contractor operations, County shall provide Contractor with at least 24 hours'

notice of the intended inspection, which notice may be provided by email.

2. Contractor Obligation to Notify of Needed Repairs or Maintenance

Contractor shall promptly notify Facilities Services of any necessary repairs or maintenance that could impact the long-term condition of the Shelter, or the provision of animal control and animal care services to the County.

3. Emergency Repairs

Facilities Services will assure response in all critical situations within 2 hours of receiving actual notice, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include but are not limited to:

- (i) Broken windows, doors and locks
- (ii) Air conditioning in computer server rooms and other sensitive areas
- (iii) Interruption of electrical service
- (iv) Broken pipes and clogged plumbing (Contractor shall try to clear clogs in toilet or drain prior to calling Facilities Services)
- (v) Leaking roofs
- (vi) Damage resulting from natural disasters
- (vii) Other situations which Contractor or County reasonably determines compromises the immediate health or well-being of the animals, the staff, volunteers or visiting public.

4. Process by which Contractor addresses Repairs/Service Needed on an Emergency Basis

- (i) Upon becoming aware of a situation, Contractor shall immediately notify Facilities Services of any repairs or maintenance needed to address items that could cause immediate damage or injury to the Shelter, or to persons working or animals being cared for therein, including but not limited to plumbing/water leaks, roof leaks, or fire or other hazards.
- (ii) Should an urgent situation arise in which Facilities Services is unable to respond within 2 hours to a major system failure which has the potential for immediate and serious health or safety impacts to animals, staff/volunteers, employees, or the public, and/or the continued operation of essential animal control and sheltering programs and which cannot be otherwise managed or contained, Contractor may retain the services of a reputable repair person to address the issue, after notifying Facilities Services.
- (iii) Contractor shall notify Facilities Services and PHPP within 2 hours of its decision and reasoning to take such actions. Contractor will provide Facilities Services with the key points of how the issue is being addressed. If possible, Contractor will arrange for a temporary solution so that Facilities Services can complete the full work once they are available. Contractor will use Contract Funds if Contractor incurs expenses due to

an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

- (iv) Contractor must comply with any prevailing wage requirements of state law as applicable for any construction or repair it undertakes not performed by Facilities Services.

5. Utilities

- (i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.
- (ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal grantor agency, and the State of California.

6. Signage

- (i) Facilities Services will provide directional signs for parking lots and building lobbies.
- (ii) Contractor will have input on suitability of all signage installed by County. PHS will not install signage without approval of County.

7. Pest Control

Contractor will use best efforts to maintain the Shelter pest- free. Contractor (PHS) will enter into, pay the costs of, and monitor a recurring and scheduled contract for pest control services in and around the Shelter, and on an as needed basis. The contract shall cover control of all types of pests, including termites and all types of insects, rodents and other and vermin. Costs will be paid from Contract Funds. The pest control invoices/reports will be made available to County upon request.

8. Disaster Response

In the event of a natural disaster such as a major earthquake, Facilities Services staff are trained and prepared to respond to and secure building systems. County shall not be responsible or liable for any damages to Contractor or any third party for injuries or damages caused by a natural disaster or any injuries or damage to any person or property belonging to any person, or interruptions of any operations of Contractor, as a result of a natural disaster.

9. Skilled Craft Services

i. Carpentry

Facility Services carpenters will perform maintenance and repairs as needed as determined by the County Facilities Services, or upon reasonable request by Contractor, and approval by County on roofs, doors, windows, water damaged areas and hard surface floors in common areas. Facilities Services will also patch and repair chips and holes in walls. Other carpentry services are available on a fee for services basis (see Section IV).

ii. Lock Work

Locksmith services provided under baseline services Include the repair or replacement of broken building locksets (excluding Contractor property such as file cabinets and desk), repair or adjustment of improperly working door closers; providing duplicate keys with proper authorization; re-keying locks for security reasons as determined necessary by Facilities Services; replacing worn or outdated locksets; and any work required because of new codes and regulations, as determined by Facilities Services. Keys for or repairs to County property, including but not limited to desks, file cabinets, and vehicles are beyond the facility service charge and will be repaired by the contractor using funding from the animal control services Contract Funds.

10. Grounds Services

i. Landscaping

Facilities Services is responsible for providing and monitoring the landscaping services for the Shelter. Under this contract, and as determined necessary or desirable by Facilities Maintenance, the landscaping crews will install and maintain irrigation systems; propagate and plant appropriate species; prune, trim, fertilize, now, and provide all other care and maintenance for plants, shrubs, trees, turf, and lawns.

11. Custodial and Janitorial Services

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

Section IV. Additional Services

Services requested by Contractor and not outlined in Section III are considered "additional services," and shall not be provided unless approved by the Directors of County Health and Department of Public Works. If approved, services listed below will be scheduled upon receipt of a work request from County Health, and the associated costs will be invoiced to the Contractor. Contractor will use Contract Funds to pay the invoice within 30 calendar days from date of mailing or emailing; if not timely paid, County will deduct the past due amount from Contractor's next monthly payment. The majority of these services are provided under the administration of the Construction Services Section (CSS) located at 30 Tower Road, San Mateo. Requests for services and cost estimates should be routed through San Mateo County Health System (Animal Control Manager). Contractor shall in no circumstance alter any part of the Shelter structure or install any fixture, without prior written County approval from the Directors of the San Mateo County Health and Department of Public Works.

A. Carpentry

New:

- Floor coverings
- Commercial fixtures
- Acoustical ceilings
- Doors/windows
- Soundproofing and insulation
- Air conditioning units
- Restroom partitions and fixtures tile work
- Concrete slabs and retaining walls

Building and/or custom fabrication:

- Storage structures
- Security gates, windows, etc.
- Custom cabinets and casework
- Custom shelves, reception counters, etc.
- Wall framing and drywall
- Custom racks, bins, etc., for delivery vehicles

B. Electrical

- Install additional electrical circuits and outlets
- Upgrade and install new workplace lighting
- Install Pleione electrical whips
- Install and maintain security alarm systems
- Set up temporary power for events.

C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

- New installation (result of new construction or remodeling)

D. Other

- Directional signs for departmental areas
- General construction site cleanup

Need for county approval for any fixtures, repairs, remodeling or construction at the Shelter. Any of the above items as well as any new fixtures, construction, repairs or remodel (to include altering of the building or grounds in any way) may not be undertaken without the express, prior written permission of the Director of San Mateo County Health or designee, and the Director of the Department of Public Works, or designee, except as otherwise provided under this Agreement.

If Contractor performs any construction work, remodeling or repairs, or attaches any fixtures to Shelter or other county-property without such written permission, or changes the grounds in any manner, Contractor must promptly return the Shelter building, property or grounds to its original condition at its own expense and not using Animal Control Services Contract Funds or any other County funding, except as otherwise provided under this Agreement.

Section V. Excluded Services

A. This Agreement does not include any of the following which will be Contractor responsibility:

Contractor shall be solely responsible for maintaining the below items. Money for all repairs and costs will come from the Contract Funds. Any such items undertaken by Contractor shall be documented and all invoices for any such work, shall be kept and provided to County on a quarterly basis. For major equipment owned by the County (as listed In subsection (d) below, and any similar equipment), Contractor shall use a reputable, qualified, and licensed contractor or vendor, and may not use its own employees or volunteers for such work without County approval. If employees or volunteers are used for work, no additional County funds shall be used for such labor, except those funds otherwise used to pay the employee's regular salary. Contractor agrees that all major equipment owned by the County (as listed In subsection (d) below, and any similar equipment) will be serviced by a qualified vendor.

1. Light bulb replacement to include lamps and ballast
2. Plumbing clogs: Contractor will first attempt to unclog and if unsuccessful will submit a request to Facilities Services for repair. (Contractor may not hire a service to attempt to unclog pipes.)
3. Equipment maintenance and repair as follows:
 - Washers/dryers
 - Kennel cleaning equipment
 - Safes, lock boxes
 - Clippers
 - Surgical tables
 - Audio visual equipment camera, security and intrusion alarms
 - Computers/printers/scanners etc. and phone system
 - Cash Registers/credit card machines, fax machine etc.
 - Any other specialty equipment for animal sheltering
 - Refrigerators
4. These items must be repaired by a qualified vendor
 - X-ray equipment
 - Anesthetic machine
 - Surgical lights
 - Auto claw
5. Kennel fencing repairs, to include the replacement of mud flaps or guillotine doors, door latches etc. (if CMU needs repair, the Contractor will submit a repair request to the Manager of Animal Control and Licensing for approval prior to contacting Facilities Services)
6. General:
 - Repair office furniture
 - Anchor files and shelving

- Hang pictures and bulletin boards; however, Contractor shall take care not to damage County property in its placement and installation of these or any other items attached to walls or ceilings
7. Intercom systems
 8. Installation of new animal shelter equipment that is not attached to the structure.
 9. Replacement of any equipment purchased by the Contractor for use in animal sheltering or animal control operations: Contractor shall not replace equipment to be paid for by Contract Funds without prior approval from County of equipment to be replaced and cost if cost exceeds \$5,000 per individual item. If the need to replace such equipment is due to Contractor misuse or negligence, as distinct from wear related to appropriate use, Contractor shall replace such equipment from its own funds not Contract Funds, or any other County funds. Funds for approved replacement equipment not misused or damaged by Contractor are to come from Contract Funds. Any equipment or items purchased with Contract Funds or other County funds is property of the County. Contractor shall use Contract Funds for purchase of equipment or vehicles to be used at the Shelter for providing services, which equipment and vehicles shall be County owned.
 10. Paint offices, conference rooms and staff bathrooms.
 11. Keep the landscaped areas, walkways and patios, adjacent sidewalks, and other common areas in and around the County facility clean and in good repair
 12. Sweep the entrances to County facility as needed and will keep glass doors clean
 13. Contractor is solely responsible for custodial and pest control at the shelter.

Section VI. Additional Responsibilities

A. Facilities Services Responsibilities

1. **For routine maintenance of systems, Facilities Services will**
 - (i) Provide the Contractor with advance schedule to the extent practicable
 - (ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
 - (iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.

2. **For other than routine scheduled maintenance**
 - (i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
 - (ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
 - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
 - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
 - c) Critical or emergent work will be completed at time of investigation.
 - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
 - e) Contractor will notify Facilities Services of its review of the repair once completed.
 - f) All communication between Contractor and Facilities Services will be copied to PHPP.
 - g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

- h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.
- i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor
- j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services
- k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

B. Contractor is to:

- 1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.
- 2. Provide accurate and full details of services requested
- 3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).
- 4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

C. The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more.

D. In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

Section VII. Service Level Costs

A. Invoicing/payment of Facilities Maintenance Work

1. As it relates to repairs/service which fall under the Contractor's responsibilities, Contractor will manage this work within the Contract Funds provided for under the Animal Control Services Agreement and provide open book accounting for all work contracted to outside vendors and provide copies of invoices and a quarterly report of all expenditures. As it relates to repairs/service which fall under Facilities Services responsibilities, Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days from date of mailing. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.
2. As it relates to repairs/service which fall under Facilities Services responsibilities but for which Facilities Services cannot respond in a timely manner and which are, as a result, managed by Contractor under the conditions provided herein, Contractor will pay the invoice using Contract Funds that it receives pursuant to the Animal Control Services Agreement, and promptly send a copy of such invoice to the County Animal Control Program Manager, Care of County Health, Public Health, Policy and Planning Division.

B. Additional services:

1. Costs associated with additional services as outlined in Section IV are based on the actual costs of each service as performed and are charged to the Contractor by invoice from Facilities Services. Each service will have a cost per unit time or occurrence.
 - (i) For work performed by Facilities Services staff, labor rates are hourly based on classification and include overhead. Materials and supplies are billed at their actual cost.
 - (ii) For work that must be contracted out, Facilities Services will request estimates from qualified and reputable companies and award the job to the low bidder. Contractor will be billed for the actual cost of the work. Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.

Section VIII. Billing Procedures and Tracking Information

A. Tracking Information

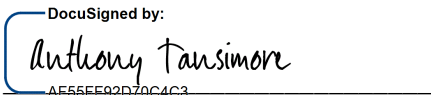
1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building, and these costs are then reflected in the report sent quarterly to the Contractor and the Animal Control Manager, San Mateo County Health. Contractor will be charged for services rendered on an ongoing basis and not based on a predetermined amount.
2. The cost for additional services is tracked by work authorization. Prior to receiving a service, the Contractor will set aside a dollar amount equal to the estimated cost for that service. As services are rendered and costs are incurred, the invoices will be sent to County Health System Animal Control Manager and then to the Contractor. The cost will be taken out of animal control Contract Funds by the Contractor, who will pay the invoice within 30 calendar days or the County will deduct the overdue amount from Contractor's next payment.
3. If there is a dispute raised by Contractor, within three business days of receipt of the Invoice, regarding the accuracy of charges in an invoice, the parties shall use best efforts to resolve the dispute expeditiously. If while using best efforts, the parties have not resolved the dispute within 30 calendar days, Contractor shall not be in breach if the parties agree that they are working in good faith to resolve the dispute.

B. Building Manuals, Drawings, Training

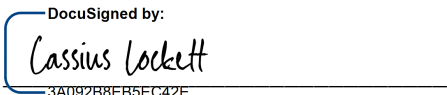
In preparation for this, Contractor is to receive copies of all warranties, as-builts, operating and maintenance materials, and is to participate in all trainings provided by the Shelter's general contractor to DPW for the systems that Contractor will be maintaining. The intent is to have Contractor be informed as much as possible to more efficiently assist DPW in its role as well as manage its own responsibilities.


THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Peninsula Humane Society & SPCA:

| | | |
|---|------------------------|-------------------|
| DocuSigned by:  AF55FF92D70C4C3... | 5/3/2021 9:31 AM PDT | Anthony Tansimore |
| Contractor Signature | Date | President |

For County:

| | | |
|---|-------------------------|---|
| DocuSigned by:  3A092B8EB5EC42E... | 5/3/2021 12:33 PM PDT | Cassius Lockett, PhD. |
| Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo | Date | Director of Public Health, Policy and Planning County of San Mateo |

| | | |
|---|------------------------|--|
| DocuSigned by:  4673E02C362D494... | 5/3/2021 2:17 PM PDT | Kevin Sporer Facilities Deputy Director |
| Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo | Date | Gary Behrens Facilities Services Manager County of San Mateo |

Attachment L
Peninsula Humane Society Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Attachment M
County-Owned Radio Equipment

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

Agreement No. _____ Resolution No. 076668

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Services to be performed by Contractor

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

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

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

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

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

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

10. Compliance With Laws

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

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

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

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

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

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

14. Merger Clause; Amendments

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

15. Controlling Law; Venue

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

16. Notices

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

In the case of County, to:

| | |
|-------------|---|
| Name/Title: | Cassius Lockett, Director of Public Health, Policy and Planning |
| Address: | 225-37 th Avenue, Room 178 San Mateo, CA 94403 |
| Telephone: | 650.573.2532 |
| Facsimile: | 650.573.2788 |
| Email: | clockett@smcgov.org |

In the case of Contractor, to:

Name/Title: President, PetData, Inc.
Address: 8585 N Stemmons Fwy, Suite 1100-N
Dallas, TX 75247

Telephone: 214.821.3100 x515
Facsimile: 214.821.3106
Email: crichey@petdata.com

17. Electronic Signature

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

18. Payment of Permits/Licenses

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

* * *

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

For Contractor: PETDATA, INC.

Christopher A. Richey
Contractor Signature

April 12, 2019
Date

Christopher A. Richey
Contractor Name (please print)

COUNTY OF SAN MATEO

By: Carole Groom
President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST:

Phil Collopy
By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. **Data Entry & Processing**
 - a. Process correspondence from pet owners including, but not limited to, issuing tags.
 - b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
 - c. Provide data entry of both new and renewal licenses and vaccination information.
 - d. Implement procedures for verification of information submitted.
 - e. Ensure complete, unduplicated, and accurate information.
 - f. Process, collect, and provide receipts for animal licensing fees.
 - g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
 - h. Provide customer service including communication with citizens, veterinarians, and designated County staff.
2. **Veterinarians & Other Authorized Registrars**
 - a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
 - b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
3. **Animal License Tags**
 - a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
 - b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.
4. **Electronic Payments & Banking**
 - a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
 - b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
 - c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
 - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
 - i. Charges to Licensee for on-line payments:
 Cost Recovery Processing Fees in the amount of \$2.00 per on-line transaction to be charged to licensee*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.
** More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access

- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
- b. Provide a customized San Mateo County toll-free number and answering service.
- c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
- d. Communicate to pet owners on the status of their pet's license status including annual billing.

6. Reporting

- a. Provide monthly report of animals licensed to the County.
- b. Provide statistical reports as requested by the County.
- c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
- d. Provide monthly lists of delinquent licenses upon requested by County.
- e. Provide customized reports as requested by County.
- f. Provide public record information as requested by County.

7. Additional Services

- a. Work in partnership with County staff:
 - i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor's database on a weekly basis.
 - ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.

- B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.
- C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.
- D. Contractor agrees to comply with California state and local laws governing animal licensing.
- E. Contractor will back up all databases twice during the working day.
- F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

- A. Access to County's animal control database to allow import of data into Contractor's database.

- B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.
- C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.
- D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

Exhibit B

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

A. Fixed Fees:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945.00) (Included are bank fees)for the Agreement term.

C. Payment by County to Contractor shall be monthly and made be made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees

Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS (\$7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

- E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.
- F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.
- I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued



Michael P. Callagy
County Manager/
Clerk of the Board

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

July 7, 2020

Robert Barron, Finance Director
91 Ashfield Road
Atherton, CA 94027

Re: Notice of Construction Costs for the Animal Care Shelter Facility

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement ("the Agreement") to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately \$28,300,000. The municipalities' final shared responsibility is anticipated to be \$25,700,000 or \$856,758 annually. The County will not seek reimbursement for \$2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning (\$600,000), a photovoltaic system (\$1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking (\$530,000), and relocation of a City of Burlingame water line (\$270,000).

The final column of Attachment B to this letter sets forth each municipalities' final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.



Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,



Mike Callagy
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020



ATTACHMENT A

MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of September 9, 2014, (the “Agreement”), is by and among the COUNTY OF SAN MATEO (the “County”), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a “City,” and collectively, the “Cities,” and, together with the County, the “Parties”).

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA (“PHS”) presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS’ performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from September 9, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to “animal control-related services” within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: September 9, 2014



Clerk of the Board

COUNTY OF SAN MATEO



Resolution #073369

ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

ANIMAL CONTROL COSTS

PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

| PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS | | | | | | | | Overall Total | Overall Total |
|---|------------------|------------------|------------------|-----------------------------|------------|------------|--------------------------------------|-------------------------------------|---|
| | | | | | | | | \$26,600,000 | \$28,300,000 |
| CITY | Shelter Use | Shelter Use | Shelter Use | | | | \$20,200,000 | \$24,800,000 | \$25,700,000 |
| | Calendar Year | | | | | | | | \$856,758 |
| | Yr 1 2009 Actual | Yr 2 2010 Actual | Yr 3 2011 Actual | 3 YR AVG of Sheleter Use | POPULATION | % of Total | EST ANNUAL LEASE AMT (Sept. 2014) | EST ANNUAL LEASE AMT (July 2018) | EST FINAL ANNUAL LEASE AMT (July 2020) |
| Atherton | 1.12% | 1.00% | 0.36% | 0.83% | 6,914 | 1.0% | \$5,749 | \$7,059 | \$7,173 |
| Belmont | 3.26% | 3.54% | 2.65% | 3.15% | 25,835 | 3.6% | \$21,811 | \$26,780 | \$27,212 |
| Brisbane | 0.99% | 0.99% | 0.71% | 0.90% | 4,282 | 0.6% | \$5,633 | \$6,916 | \$7,028 |
| Burlingame | 3.51% | 3.48% | 320% | 3.40% | 28,806 | 4.0% | \$23,696 | \$29,095 | \$29,565 |
| Colma | 0.61% | 0.98% | 0.60% | 0.73% | 1,792 | 2.0% | \$4,268 | \$5,241 | \$5,325 |
| Dalv Citv | 8.52% | 9.57% | 10.16% | 9.42% | 101,123 | 14.1% | \$69,679 | \$85,556 | \$86,936 |
| East Palo Alto | 6.61% | 6.75% | 8.44% | 7.27% | 28,155 | 3.9% | \$44,420 | \$54,542 | \$55,422 |
| Foster City | 2.82% | 2.39% | 1.93% | 2.38% | 30,567 | 4.3% | \$18,550 | \$22,776 | \$23,144 |
| Half Moon Bay | 5.21% | 5.04% | 2.47% | 4% | 11,324 | 1.6% | \$24,962 | \$30,650 | \$31,144 |
| Hillsborough | 1.59% | 129% | 1.14% | 1.34% | 10,825 | 1.5% | \$9,247 | \$11,354 | \$11,537 |
| Menlo Park | 4.90% | 4.95% | 4.50% | 4.78% | 32,026 | 4.5% | \$31,769 | \$39,008 | \$39,637 |
| Millbrae | 1.90% | 1.99% | 1.98% | 1.96% | 21,532 | 3.0% | \$14,576 | \$17,897 | \$18,186 |
| Pacifica | 5.72% | 6.38% | 4.78% | 5.63% | 37,234 | 52.0% | \$37,288 | \$45,784 | \$46,523 |
| Portola Valley | 0.90% | 0.76% | 0.16% | 0.61% | 4,353 | 0.6% | \$4,084 | \$5,014 | \$5,095 |
| Redwood City | 12.91% | 13.24% | 13.25% | 13.13% | 76,815 | 10.7% | \$85,143 | \$104,543 | \$106,229 |
| San Bruno | 5.23% | 5.19% | 6.86% | 5.76% | 41,114 | 5.7% | \$38,734 | \$47,559 | \$48,326 |
| San Carlos | 3.35% | 3.45% | 3.00% | 3.27% | 28,406 | 4.0% | \$22,921 | \$28,143 | \$28,597 |
| San Mateo | 15.82% | 14.67% | 17.84% | 16.11% | 97,207 | 13.5% | \$105,000 | \$128,924 | \$131,004 |
| S. San Francisco | 9.08% | 9.34% | 11.99% | 10.14% | 63,632 | 8.9% | \$66,530 | \$81,689 | \$83,007 |
| Woodside | 4.41% | 1.27% | 1.07% | 2.25% | 5,287 | 0.7% | \$13,111 | \$16,098 | \$16,358 |
| County | 1.57% | 3.73% | 2.92% | 2.74% | 61,222 | 8.5% | \$26,235 | \$32,213 | \$32,732 |
| HVAC +Solar Costs* | n/a | n/a | n/a | n/a | n/a | n/a | n/a | \$1,800,000 | \$1,800,000 |
| Burligame Waterline | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | \$270,000 |
| Misc. Site Improvements | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | \$530,000 |
| Total | 100.00% | 100.00% | 100.00% | 100.00% | 718,451 | 100.00% | \$673,405 | \$826,843 | \$840,179 |

* HVAC, Solar, and Miscellaneous site improvement costs of \$2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is \$28.3 million.

Resolution #073369



ESTIMATE - FY 2021-22 ANIMAL CONTROL COSTS

| ESTIMATE - FY 2021-22 Animal Control Costs - calculating Field @ 41% & Shelter @ 59% over 3 years and using past calendar year license revenue per city | | | | | | | | Current Year Control rev less control & licensing exp less licensing rev | CY 2020 licensing revenue | TOTAL OF AC&L Rev less exp |
|--|-----------------------------|-----------------------------|------------------------------|--------------------------------|-----------------------------|----------------------------------|---------------------------------------|---|--------------------------------|----------------------------------|
| | | | | | | | | \$6,292,600 | \$1,007,063 | \$7,299,663 |
| CITY | Service Level Percentage | Service Level Percentage | Field Services Percent | Animals Received Percent | Service Level Percentage | Final 2020-21 Distribution | Estimated 2020-21 City Cost | CY 2020 Licensing Revenue | | Adjusted 2021-22 City Cost |
| | Yr 2 CY 2018 Actual | Yr 3 CY 2019 Actual | CY2020 | CY2020 | Yr 3 CY 2020 Actual | | Before subtracting license revenue | % of total revenue | Licensing Revenue Collected | |
| Atherton | 1.04% | 1.07% | 1.37% | 0.77% | 1.02% | 1.04% | \$76,065 | 1.26% | \$12,309 | \$63,756 |
| Belmont | 3.09% | 2.65% | 3.30% | 2.66% | 2.92% | 2.89% | \$210,623 | 4.45% | \$43,471 | \$167,152 |
| Brisbane | 0.74% | 0.88% | 0.72% | 0.30% | 0.48% | 0.70% | \$50,881 | 0.71% | \$6,936 | \$43,945 |
| Burlingame | 3.76% | 3.41% | 4.09% | 4.55% | 4.36% | 3.84% | \$280,583 | 4.59% | \$44,838 | \$235,745 |
| Colma | 0.52% | 0.40% | 0.71% | 0.43% | 0.54% | 0.49% | \$35,741 | 0.19% | \$1,856 | \$33,885 |
| Daly City | 10.21% | 9.92% | 8.49% | 11.12% | 10.04% | 10.06% | \$734,259 | 7.67% | \$74,926 | \$659,333 |
| East Palo Alto | 8.06% | 8.04% | 5.16% | 9.86% | 7.94% | 8.01% | \$584,823 | 0.91% | \$8,890 | \$575,933 |
| Foster City | 3.94% | 2.49% | 3.50% | 2.78% | 3.07% | 3.17% | \$231,255 | 3.75% | \$36,633 | \$194,622 |
| Half Moon Bay | 1.87% | 1.94% | 2.49% | 2.15% | 2.29% | 2.03% | \$148,250 | 2.83% | \$27,645 | \$120,605 |
| Hillsborough | 1.52% | 1.83% | 2.17% | 1.58% | 1.82% | 1.72% | \$125,834 | 2.58% | \$25,203 | \$100,631 |
| Menlo Park | 4.26% | 5.10% | 4.75% | 4.85% | 4.81% | 4.72% | \$344,689 | 3.54% | \$34,581 | \$310,108 |
| Millbrae | 2.16% | 2.29% | 1.78% | 2.31% | 2.09% | 2.18% | \$159,282 | 2.66% | \$25,985 | \$133,297 |
| Pacifica | 4.86% | 6.06% | 5.70% | 4.18% | 4.80% | 5.24% | \$382,500 | 7.70% | \$75,219 | \$307,281 |
| Portola Valley | 0.41% | 0.41% | 0.89% | 0.37% | 0.58% | 0.47% | \$34,039 | 1.32% | \$12,895 | \$21,144 |
| Redwood City | 12.65% | 13.92% | 11.58% | 12.85% | 12.33% | 12.97% | \$946,497 | 13.23% | \$129,240 | \$817,257 |
| San Bruno | 6.07% | 5.80% | 4.47% | 5.80% | 5.26% | 5.71% | \$416,654 | 5.35% | \$52,263 | \$364,391 |
| San Carlos | 3.11% | 2.90% | 3.74% | 2.29% | 2.89% | 2.97% | \$216,465 | 5.31% | \$51,872 | \$164,593 |
| San Mateo | 14.59% | 13.71% | 12.56% | 14.23% | 13.55% | 13.95% | \$1,018,096 | 15.01% | \$146,629 | \$871,467 |
| S. San Francisco | 10.51% | 9.75% | 8.94% | 10.78% | 10.02% | 10.09% | \$736,806 | 7.62% | \$74,438 | \$662,368 |
| Woodside | 1.23% | 1.02% | 1.59% | 1.12% | 1.31% | 1.18% | \$86,482 | 1.37% | \$13,383 | \$73,099 |
| County | 5.44% | 6.41% | 11.99% | 5.01% | 7.87% | 6.57% | \$479,838 | 7.95% | \$77,661 | \$402,177 |
| Total | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | \$7,299,662 | 100.00% | \$976,872 | \$6,322,790 |



DATE: June 7, 2021

TO: Mayor and Members of the City Council

FROM: Peter Pirnejad, City Manager
Jennifer Phan, Principal Management Analyst

SUBJECT: AUTHORIZATION TO ISSUE REQUEST FOR PROPOSAL FOR
ECONOMIC DEVELOPMENT CONTRACT SERVICES

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution, authorizing staff to issue a Request of Proposal (RFP) for Economic Development Consultant Services.

EXECUTIVE SUMMARY

Foster City has always sought to advance its economic development goals, finding opportunities to nurture private/public relationships, to help businesses identify and eliminate any barriers to retention or growth, in order to enhance and promote a strong local economy to provide residents with the municipal services they desire and need to maintain the community's high quality of life. Due to the specialized nature of the work, engaging a firm with the expertise and skillset in the field would be most beneficial. It is requested that City Council authorize staff to issue a RFP for economic development consultant services in FY 2021/2022 to help the City in achieving these goals. If approved, the RFP will be released on June 8, 2021 and proposals will be due within four (4) weeks, by July 6, 2021.

BACKGROUND

Economic development duties have historically been a primary function of the Assistant City Manager. Key responsibilities have included:

- Coordination and preparation of the City's Economic Development Strategic Plan, including vision, mission, focus areas, goals, program objectives, policies,

- priorities, and performance measures;
- Implementation of economic development program activities, including initial planning, feasibility determination, community involvement, implementation with project timetables, and review and evaluation;
- Development of business enhancement, retention and attraction opportunities;
- Development of the City's branding/marketing programs and coordination of outreach efforts to businesses, residents, property owners and developers, and commercial brokers;
- Support and advocacy with the Foster City Chamber of Commerce for strategies to assist with business growth and expansion;
- Reviewing and responding to trends regarding economic data, tax revenues, and other financial and demographic data to identify retail and commercial development opportunities; and
- Assistance with development agreement negotiations and other business retention and recruitment related agreements.

In January 2021, the Assistant City Manager was appointed to oversee the consolidation of the Public Works and Parks & Recreation Department. Given the organizational restructuring of the City, it was critical for contract economic development services to be sought out to minimize impacts to the City as it pertained to various economic development initiatives/programs the City already had underway.

The City entered into an agreement with Good City Company starting February 1, 2021, in the amount of \$49,950 (under the City Manager's signing authority) for Economic Development Consultant Services to provide support and assistance during this transition period for the City and as it reexamined its role when it relates to a long-term economic development strategy for Foster City. The agreement with Good City Company is now anticipated to be fully expended by the end of FY 2020/2021, which is why City Council approval to issue a RFP in order to continue with contracted economic development services in FY 2021/2022 would be timely to ensure little to no lapse in such services.

ANALYSIS

Understanding that economic development has only been one component of the Assistant City Manager's position, City staff believes it would be reasonable to engage a firm for Economic Development Consultant Services given the flexibility in the scope and work demand. Contracting these services would allow for a firm with technical expertise or specialized skills to help guide and aide in the City's long-term economic development strategies since there are limited staff resources to dedicate towards economic development activities. Given this role does not require a full-time FTE and also given this individual will be wholly focused on economic development priorities, we are confident that other competing priorities in the City Manager's office will not

interfere with their key deliverables making this position uniquely qualified for contract services.

It is critical for the City to continue utilizing economic development consultant services to stay on track with its economic development goals and objectives, have a representative to serve as a liaison for the City, assisting with completion of different projects (such as the Small Business Assistance Program), as well as helping implement other special projects underway (such as Minimum Wage).

Scope of Work

The proposed RFP for Economic Development Consultant Services is attached to this report as Attachment 2. The City Manager Department will serve as the lead department and will administer the consultant contract. The City is requesting qualified consultants to provide economic development services on behalf of the City that are guided by the City's Vision, Mission, Economic Development Strategic Work Plan, and any other relevant plans. These services would include, but is not limited to:

- Familiarity and understanding of the City's economic development priority goals as outlined in relevant plans, studies, and reports. Goals should guide outcomes for all Economic Development services.
- Assist with economic development program management and administration.
- Seek COVID-19 relief/assistance opportunities and assist in implementation, as appropriate.
- Update the City's long-term economic development strategy, goals, and objectives as part of a comprehensive Economic Development Strategic Plan.
- Identify and research revenue generating opportunities.
- Provide visioning for future land use opportunities that support Economic Development.
- Represent and serve as a liaison for the City when collaborating with external entities, businesses, and industry leaders such as the Chamber of Commerce.
- Respond to inquiries for assistance from local businesses and other Economic Development stakeholders.
- Prepare an assessment of Foster City's local businesses/economy and provide recommendations to further enhance the City's economic development business retention and expansion efforts.
- Facilitate Economic Development related meetings and events (virtual or later in person) as assigned by the City Manager's Office.
- Implement business retention and outreach effort that includes annual communication with the City's top sales tax generating businesses and major employers.
- Lead and complete other economic development initiatives and tasks as directed

by the City Manager's Office.

The consulting firm would provide staff person(s) who will be responsible for delivering economic development services for the City up to twenty (20) hours per week.

Proposal Requirements

Each proposal submitted would be required to address the following:

1. An overview of the firm, including description and statement of its qualifications
2. The team members that would be assigned to the City for this purpose
3. The firm's work plan, approach, and schedule (if any) in addressing the items in the scope of services
4. A cost proposal to include costs and fees (whether time and materials or set monthly) for a one-year agreement

Additional details are contained within the proposed RFP attached to this report as Attachment 2.

Next Steps

If approved, the RFP will be issued on June 8, 2021 with a due date four weeks later of July 6, 2021. City staff will review and evaluate the proposed scope of work, schedule, and budget submitted by consultants and will ensure that the proposal meets and fulfills the City's standards and requirements. Attachment 2 is the proposed Draft RFP that will be issued if the City Council approves this item. Based upon the Scope of Work and Timeline as outlined, an agreement with the prospective consulting firm would be tentatively scheduled for City Council consideration and awarded at its July 19, 2021 meeting.

FISCAL IMPACT

There is no direct fiscal impact as a result of the issuance of the RFP, aside from staff time associated with acceptance, review, and evaluation of the proposals. A request for appropriation of funds to the City Manager Budget may be brought to City Council for approval upon award of an agreement, based on actual costs of the services. The costs for these consultant services may also be offset (partially or entirely) by the Community Benefits Fund, which is where the current agreement for economic development consultant services with Good City Company is funded from.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

As part of the City Council's Vision and Mission, it desires to take actions that deliver

equity and foster a vibrant economy that is customer-focused. This item is in direct alignment with the Sustainable Foster City framework, notably the Economic prong which seeks to serves the common good and encourages a wide variety of community-serving businesses to operate locally, creating self-renewing economic resources to support a thriving community. This action supports the City Council's "Staff Empowerment and Operational Excellence" Value/Priority Area as well as the "City Council Operations and Improved Community Engagement" by addressing staffing needs to support service delivery for the community.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Draft RFP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING
ISSUANCE OF A REQUEST FOR PROPOSALS FOR ECONOMIC DEVELOPMENT
CONSULTANT SERVICES

CITY OF FOSTER CITY

WHEREAS, a priority for Foster City is to advance its economic development goals, finding opportunities to nurture private/public relationships, to help businesses identify and eliminate any barriers to retention or growth, in order to enhance and promote a strong local economy to provide residents with the municipal services they desire and need to maintain the community's high quality of life; and

WHEREAS, engaging a firm for Economic Development Consultant Services would allow for technical expertise or specialized skills to help guide and aide in the City's long-term economic development strategies; and

WHEREAS, utilizing Economic Development Consultant Services will be critical to stay on track with the City's economic development goals and objectives given limited staff resources to dedicate towards such activities; and

WHEREAS, the City is seeking proposals from highly qualified consultants to work closely with the City Council and City staff to provide ongoing economic development services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the Request for Proposals in form and content and authorizes the issuance of the Request for Proposals for Economic Development Consultant Services.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



REQUEST FOR PROPOSALS (RFP)

The City of Foster City ("City") is requesting proposals from qualified consulting firms to conduct a:

ECONOMIC DEVELOPMENT CONSULTANT SERVICES

Issuance Date: June 8, 2021

Due Date: July 6, 2021 by 5:00 PM PST

Proposals shall be submitted by qualified consultants that have demonstrated verifiable experience in providing comprehensive economic development program implementation services. Ideally, the consulting firm will be able to assign one of its staff who will be function as the City's economic development staff.

If submitted via mail, proposals shall be addressed to:

City of Foster City
City Manager's Office
Attention: Jennifer Phan, Principal Management Analyst
610 Foster City Boulevard
Foster City, CA 94404

Preferably, proposals shall be submitted electronically to jphan@fostercity.org with the subject labeled "Response to RFP for Economic Development Consultant Services for City of Foster City." It is the responsibility of the proposer to ensure that the submission is received by 5:00 PM on July 6, 2021. Proposals not received prior to the deadline will not be considered. For this reason, the City encourages submission of proposals early. The City shall acknowledge receipt of the submission once it is received, but will not review any submission prior to the submission deadline.

All inquiries regarding this RFP shall be directed to Jennifer Phan, Principal Management Analyst, via telephone at (650) 286-3223 or via email at jphan@fostercity.org.

CITY OF FOSTER CITY



I. BACKGROUND

Foster City is located midway between San Francisco and San Jose on the western shoreline of the San Francisco Bay, east of U.S. 101, which provides convenient access to the San Francisco Airport and San Francisco to the north and Santa Clara County to the south. The City is bisected by State Route 92 (the J. Arthur Younger Freeway), which runs between Half Moon Bay to the west and Highway 880 to the east via the San Mateo-Hayward Bridge. The City encompasses 12,345 acres, of which 9,726 acres are part of San Francisco Bay and Belmont Slough, and 2,619 acres are land area.

The City of Foster City is a full-service, General Law City with a Council-Manager form of government. The City Council also serves as the Board of Directors for the Estero Municipal Improvement District ("District"). The District, although a separate legal entity, encompasses the same geographical area, is inhabited by the same citizens and governed by the same bodies and procedures as the City. The City/District collectively call ('City") has approximately 164 employees who deliver high quality municipal services to its 33,693 residents.

II. SCOPE OF SERVICES

The City is requesting qualified consultants to provide economic development services on behalf of the City that are guided by the City's Vision, Mission, Economic Development Strategic Work Plan (FY 16/17 to FY 17/18) and other relevant plans which are attachments to this Request for Proposals. The Economic Development Strategic Work Plan is based on five major Guiding Principles that will be used to help guide economic development activity into the future. They include:

- A. Maintain positive, ongoing relationships with the business community and economic development stakeholders;
- B. Create and sustain a safe, clean, green, and fiscally sound business environment that benefits all those that live, work and play in this City;
- C. Support the health and growth of businesses, especially in the areas of business intelligence and training, workforce development, workforce housing, and access to capital;
- D. Continue to invest in public infrastructure that commercial and residential property owners need to thrive; and
- E. Improve Foster City's transportation network to address traffic congestion for commuters and residents.

Each Guiding Principle has at least one goal that is supported by programs/initiatives and performance measures that ensure the City remains focused on impactful, lasting actions. The economic impact of the COVID-19 pandemic has required modifications to some of the plan's actions to meet the changing needs of local businesses and the economy. However, the City's overarching economic development goal remains:

"Preserving its heritage as a planned community, Foster City will continue to be a viable economic competitor, providing a vibrant, diverse and dynamic environment for business to enhance its reputation as "The Place" to live, work and play."

Firm's Qualifications:

1. Please describe the firm's qualifications for delivering Economic Development Consultant Services as described in the sections "Required Services" and "Delivery of Services".
2. Please list relevant client cities (and other public agencies) where similar work has been performed.
3. Please provide at least two references from current or previous clients.

Required Services:

1. Familiarity and understanding of the City's economic development priority goals as outlined in relevant plans, studies, and reports. Goals should guide outcomes for all Economic Development services.
2. Assist with economic development program management and administration.
3. Seek COVID-19 relief/assistance opportunities and assist in implementation, as appropriate.
4. Update the City's long-term economic development strategy, goals, and objectives as part of a comprehensive Economic Development Strategic Plan.
5. Identify and research revenue generating opportunities.
6. Provide visioning for future land use opportunities that support Economic Development.
7. Represent and serve as a liaison for the City when collaborating with external entities, businesses, and industry leaders such as the Chamber of Commerce.
8. Respond to inquiries for assistance from local businesses and other Economic Development stakeholders.
9. Prepare an assessment of Foster City's local businesses/economy and provide recommendations to further enhance the City's economic development business retention and expansion efforts.
10. Facilitate Economic Development related meetings and events (virtual or later in person) as assigned by the City Manager's Office.
11. Implement business retention and outreach effort that includes annual communication with the City's top sales tax generating businesses and major employers.
12. Lead and complete other economic development initiatives and tasks as directed by the City Manager's Office.

Delivery of Services:

The City desires the consulting firm to provide staff person(s) who will be responsible for delivering economic development services for the City up to twenty (20) hours per week. Please describe the firm's approach for meeting that requirement. Include the hourly billable rate charged to the City and the hourly rate paid to staff who will perform the work.

Optional Services:

Consultant shall specify an hourly rate in its proposal for additional services as needed.

Invoicing:

Consultant will submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date.

Invoices will contain the following information:

- The beginning and ending dates of the billing period;
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Task Summary describing the services provided by person doing the work, the hours spent by each person, and a brief description of the work.

III. PRELIMINARY SCHEDULE

The following is a preliminary schedule for the project.

| | |
|------------------------------|-----------------------------|
| Distribution of RFP | June 8, 2021 |
| Deadline to Submit Proposals | July 6, 2021 by 5:00 PM PST |
| Award of the Contract | July 19, 2021 |

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City. The deadline for submitting proposals may be extended by 30 days if the City does not receive adequate responses from qualified firms. Accordingly, the date for awarding the contract will change.

IV. GENERAL QUESTIONS

All inquiries regarding this RFP shall be directed to Jennifer Phan, Principal Management Analyst, via telephone at (650) 286-3223 or via email at jphan@fostercity.org.

Except as specified above, consultants and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits consultants or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquiries and interested consultants are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

V. PROJECT BUDGET

All tasks within the enclosed Scope of Services shall be included within the proposal's fee schedule and itemized according to required and optional tasks.

VI. PROPOSAL CONTENT

Consultant proposals must include the following areas and follow directions outlined in each section below:

1. *Cover Letter*: A cover letter with contact information and a description and statement of the firm's qualifications for this project, as well as those of any subconsultants. The cover letter must be signed and include a statement that the indicates that the person signing has the authority to bind the firm and that the firm's proposal will remain good for no less than sixty (60) days from the submission deadline.
2. *Project Team*:
 - a. Organizational chart of the project team.
 - b. Names, qualifications and resumes of all project team members who will directly participate in the project.
 - c. Sub consultants. Identify any sub consultants that would be used and their specific role. (All sub consultant costs, including any markup, must be included in consultant's cost proposals.)
3. *Approach to Scope of Services*:
 - a. Work Plan and Approach:
 - i. Discuss your firm's understanding of the Scope of Services to be performed.
 - ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team's ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
 - iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.
 - iv. Identify any "value-added" services that your firm may provide.
 - b. *Schedule*: Discuss your firm's understanding of the ongoing Scope of Services, which would preferably be for a full year. Outline a proposed project schedule (if any) starting with a kickoff meeting, development of draft documents, final report, etc. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.
4. *Cost Proposal*:
 - a. Please clearly identify all proposed costs and fees associated with the Scope of Services and any additional identified work you believe is necessary to complete the scope of work. This contract would preferably

be for a one-year agreement. It is up to the Consultant to provide a cost proposal that makes sense for the service listed in the Scope of Services above and any proposed additional scope or modifications. Proposals should indicate whether cost estimates are for time and materials or a set monthly cost.

5. *Qualifications Details:*

- a. Provide experience of your firm in providing economic development services to other similar governmental agencies.
- b. Provide details of your firm's ability to meet the Scope of Services outlined.

6. *References:* Provide at least two references from current or past clients, preferably California agencies. References must have worked with the proposed project manager and other key staff proposed to be assigned to for such services. References should include the following:

- a. Name, address, and telephone number of the agency
- b. Time period for the project
- c. Brief description of the scope of work
- d. Reference contact name, email, and telephone number

7. *Acknowledgement of the City's Agreement for Professional Services:*

Submissions must include a statement that the proposer has reviewed the template Professional Services Agreement and agrees to execute and comply with an agreement in the form of that template if the proposal is selected. This statement should also indicate that the proposer will be able to fulfill the insurance requirements included in the template Agreement. If the proposer intends to request changes to the template Agreement, those requested changes must be included in a redlined "track changes" draft of the template Agreement included with the Submission. If no changes are requested, the selected proposer shall be expected to execute the Agreement without alteration.

VII. CONSULTANT SELECTION CRITERIA AND PROCESS

Evaluation Criteria

All proposals will be evaluated using the following criteria:

- Quality and completeness of proposal
- Quality of the proposed services to be provided
- Ability and experience of team members assigned to work on the project
- Technical experience in performing work of a closely similar nature
- Methodology and work program, including knowledge of local needs and the ability to work closely with City staff and City Council
- Consultant availability, including ability to attend and make presentations at public, committee, and staff-level work meetings

- Creativity and insight of proposal
- Timing of work program and ability to perform the work within the time specified
- Project cost
- Ability to produce high-quality and easy-to-read graphic information

Evaluation Procedure

Evaluation of the proposals will be performed by City staff who will assess the qualifications, experience, and ability to perform the work of each consultant based on the criteria listed above. City staff will evaluate submissions for substance and completeness. Staff may contact references and/or proposers in its discretion during the evaluation process to clarify and elaborate on the details set forth in the firm's proposal. The City Council, in its discretion, shall ultimately determine to whom to award an agreement, and shall not be obligated to make an award.

VIII. GENERAL INFORMATION FOR PROPOSALS

- A. Proposals must be submitted via mail or email (to jphan@fostercity.org) with the subject labeled "Response to RFP for Economic Development Consultant Services for City of Foster City" by **5:00 P.M. on July 6, 2021**.
- B. All inquiries regarding this RFP shall be directed to Jennifer Phan, Principal Management Analyst, via telephone at (650) 286-3223 or via email at jphan@fostercity.org.
- C. The cover letter of the proposal shall be signed by an authorized official of the firm.
- D. All costs incurred in the preparation of the proposal shall be the sole responsibility of the consultant.
- E. The City reserves the right to reject any and all proposals and to request additional information concerning any proposal for purposes of clarification.
- F. If awarded a contract, the consultant shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the City in the template Professional Services Agreement.
- G. The terms and scope of the contract will be arrived at on the basis of professional negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual agreement, the City may then renegotiate with any other consultant. Should the City award an agreement and the successful proposer fail to execute that agreement within 20 days, the City may award to another proposer.
- H. The consultant will comply with access of records, conflict of interest, and other provisions as required.

IX. TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract for services or to pay any costs incurred in the preparation of a response to this request. The City retains the right to accept or reject any or all submittals, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Once submitted, the proposals become the property of the City.

X. ATTACHMENTS

- Attachment 1 – City's Template Professional Services Agreement
- Attachment 2 – 2021 Vision, Mission, and Strategic Priorities
- Attachment 3 – Economic Development Strategic Work Plan (FY 16/17 to FY 17/18)

PROFESSIONAL SERVICES AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTANT SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2021 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____). Invoices for amounts in excess of _____ (\$ _____) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the

services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|-------------------------------------|--|
| Workers' Compensation | statutory minimum |
| Employer's Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder) |
| ¹ Professional Liability | \$1,000,000 per claim and aggregate |

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended _____
[Project Manager] ☐ Approved _____[Risk Manager]

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to

employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: [REDACTED]

CONSULTANT: [REDACTED]
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

_____, City Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated: _____

Sanjay Gehani, Mayor
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean B. Savaree, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE
FOR
ECONOMIC DEVELOPMENT CONSULTANT SERVICES

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED:

City of Foster City/Estero Municipal Improvement District (CITY)

610 Foster City Boulevard, Foster City, CA 94404

Attention: _____

Contract Administrator

| Endorsement and Certificates of Insurance Required | | Insurer | Policy No. |
|---|--|----------------|-------------------|
| The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply) | | | |
| <input type="checkbox"/> | General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85} | | |
| <input type="checkbox"/> | Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers. | | |
| <input type="checkbox"/> | Other: | | |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply) | | Insurer | Policy No. |
| <input type="checkbox"/> | Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured. | | |
| <input type="checkbox"/> | Professional Liability: | | |

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

2021 STRATEGIC PRIORITIES

VISION:

Create a sustainable Foster City through smart, inclusive, and efficient actions to enhance our quality of place for current and future generations.

MISSION:

The mission of the City of Foster City is to deliver equitable services that are customer-focused with an emphasis on public safety, neighborhood livability, smart planning, a vibrant economy, infrastructure improvements, innovation, and a sustainable environment. In pursuit of this mission, we use community engagement and data to make decisions and measure progress based on economic, social, and environmental factors.



FACILITIES AND INFRASTRUCTURE:

Maintain a standard of excellence with regards to infrastructure, including streets, lagoon, levee, parks, water supply system, wastewater system, storm water collection system, and City facilities to preserve and enhance quality of life for future generations.



SMART PLANNING, DEVELOPMENT, AND THE LOCAL ECONOMY:

Create a long-term vision that protects, maintains, and enhances our community character through thoughtful planning and economic development policies.



CITY COUNCIL OPERATIONS AND IMPROVED COMMUNITY ENGAGEMENT:

The City Council operates at the highest level of civil discourse, encouraging resident engagement and full transparency.



INNOVATION AND SUSTAINABILITY:

Continue to lead in employing modern solutions to current day problems with a focus on and consideration of climate change.



PUBLIC SAFETY AND SOCIAL EQUITY:

Continue to promote diversity and inclusive policies within the City organization and seek social equity in all City policies including public safety.



STAFF EMPOWERMENT AND OPERATIONAL EXCELLENCE:

The staff of Foster City is committed to and takes pride in proactively providing exceptional service to our community.



CITY OF FOSTER CITY

ECONOMIC DEVELOPMENT STRATEGIC WORK PLAN

FY 16/17 TO FY 17/18



The City of Foster City is Open for Business...



September 19, 2016

FOSTER CITY

FY 2016 – 2018 ECONOMIC DEVELOPMENT STRATEGIC WORK PLAN

PURPOSE

The City Council of Foster City has initiated a multi-year Economic Development Strategic Plan to establish an economic development vision for the future of the community along with a strategy to effectively carry out that vision.

Over the last several months, the City Council Economic Development Subcommittee and staff have worked closely with the business community and other stakeholders to evaluate existing City policies and procedures that impact economic development with the intent of carrying forward effective ones, and developing new strategies to further the community's goals. The following Strategic Work Plan is intended to be a step towards providing a sound framework for economic growth and sustainability in Foster City.

ALIGNMENT WITH SUSTAINABLE FOSTER CITY PLAN – LONG TERM STRATEGIES

The Economic Development Strategic Plan is a subset of the larger Sustainable Foster City Plan that looks at strategic decisions about land use planning, economic development, and social engagement on a long-term basis to allow the community to thrive.



As illustrated in the diagram, the Sustainability elements are designed to work together to create and sustain a safe, clean, green, and fiscally sound business environment that benefits all of our community stakeholders. The Strategic Plan will focus on the economic portion of the overall Sustainability Plan.

Each of the guiding principles outlined below also have longer-term strategies involving land use, transportation, housing and community / business relations that can be adapted to changing needs and trends, allowing Foster City to keep a sustainable and competitive advantage well into the future.

ECONOMIC DEVELOPMENT VISION STATEMENT

At the City Council meeting on April 18, 2016, the City Council approved a vision statement for the City's economic development efforts that states, "Preserving its heritage as a planned community, Foster City will continue to be a viable economic competitor, providing a vibrant, diverse and dynamic environment for business to enhance its reputation as "The Place" to live, work and play."

ECONOMIC DEVELOPMENT STRATEGIC PLAN GUIDING PRINCIPLES AND OVERVIEW

The planning process for the Economic Development Strategic Plan included the development of Guiding Principles that were shaped by public input and reflect the City Council and community's aspirations for the city's future. While the goals and activities of the work plan may change in the future, the Guiding Principles are intended to be long-term. The Economic Development Strategic Work Plan outlines the first two years of programs and activities based on five major Guiding Principles that will be used to help guide economic development activity into the future. They include:

- 1) Maintain positive, ongoing relationships with the business community and economic development stakeholders;
- 2) Create and sustain a safe, clean, green, and fiscally sound business environment that benefits all those that live, work and play in this City;
- 3) Support the health and growth of businesses, especially in the areas of business intelligence and training, workforce development, workforce housing, and access to capital;
- 4) Continue to invest in public infrastructure that commercial and residential property owners need to thrive; and
- 5) Improve Foster City's transportation network to address traffic congestion for commuters and residents.

Each Guiding Principle has at least one goal that is supported by programs / initiatives and performance measures that ensure the City remains focused on impactful, lasting actions.

PERFORMANCE MEASUREMENTS

The performance measurements of the Economic Development Strategic Plan include financial and non-financial metrics of the economic, environmental and social / quality of life success factors of the Plan. While it is relatively straight forward to determine the total amount of private dollars leveraged by public investments, it may be more difficult or impossible to accurately measure the overall impact that certain tasks or initiatives (such as improving communication with the business community or investments in public infrastructure) will have on the success of the Strategic Plan. Therefore it's important to understand when evaluating the efforts of this Plan that they are intended to have a positive cumulative impact on the overall Vision of this Plan. Staff will provide quarterly City Council updates on the progress of the work plan.

The goals, associated programs / initiatives and performance metrics of the Economic Development Strategic Plan are identified on the following page.

CITY OF FOSTER CITY

ECONOMIC DEVELOPMENT STRATEGIC PLAN



Foster Good Governance & Communication

- Business Ombudsman Program
- Business Development Portal
- Business Communication Initiatives



Leverage Private Investment

- KIVA—Foster City
- Commercial Improvement Program
- Grow Foster City Business Loans



Recruit New Businesses in Priority Locations / Industries

- Comprehensive Branding and Marketing
- Gig Economy Policy Review



Support Business Growth & Development

- Retail / Commercial Assessment
- Cross Promotional Marketing Opportunities



Protect Existing Affordable Workforce Housing

- Funds for Protecting and Creating Workforce Housing
- Housing Subsidies for Workforce



Improve Transportation & Circulation Network To Meet Community Needs

- Connect Foster City Portal
- Carpool Incentive Program
- Transportation Planning & Policy Group

1. **GOAL:** Foster a strong, sustainable local economy and business climate through improved business customer service and communication.

PROGRAMS / INITIATIVES:

- A. **Business Ombudsman Program** – The Foster City Ombudsman is available to help businesses navigate through the network of local, regional, state and federal agencies and regulations. The Business Ombudsman serves as the liaison between the City and the business community, is responsible for addressing the questions and concerns of local businesses, and guarantees that the City's merchants receive prompt and complete responses.



Estimated Cost: Using current City Manager staff, this program will not incur any additional costs.

Estimated Completion: Fall – 2016

Expected Outcome: Business community / developer complaints and frustrations are lowered and the City's reputation is raised by demonstrating proactive problem-solving.

Performance Measure: This is a new initiative. The first year will establish the baseline of number of direct contacts for Business Ombudsman Services.

- B. **Business Development Portal** - Online portal for small and medium-sized business owners will be housed on the City's website. The portal will include the following elements:
 - Business Intelligence Assistance – Utilizing the SizeUp tool, businesses will receive assistance with mapping customers, competitors and suppliers and locating the best places to advertise. SizeUp is a business intelligence software tool that provides three core features that enable small business owners to make more intelligent decisions, such as Mapping of the competition (where competitors, customers, and suppliers are located); Benchmarking a specific business (how a particular business "sizes up" by comparing its performance to all competitors in the industry), and Advertising by identifying areas with the highest total or average revenue for an industry, and the most underserved markets).



Estimated Cost: The SizeUp tool will cost the city \$3,000 annually. Additional costs will be absorbed in-house.

Estimated Completion: Fall – 2016

Expected Outcome: Businesses will be able to better market to and engage their customer base thus creating opportunities for growth.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

- Property Search Assistance – This tool will provide up-to-date information and mapping of available commercial properties for lease and sale in Foster City. Businesses may search the database for the type of property needed, whether for lease or sale, and information regarding vacancies at each property, realtors, and asking price

Estimated Cost: The Property Search Assistance tool is being developed in-house at no additional cost.

Estimated Completion: Winter – 2017

Expected Outcome: Businesses will be able search available Foster City properties in real-time.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

- Business Permit Assistance – Utilizing California Gold and City information, the Permit Assistance tool is an electronic portal that will provide comprehensive permit assistance and regulatory compliance information locally and statewide to all businesses by serving as the central source of permit guidance.

Estimated Cost: The Business Permit Assistance tool is being developed in-house at no additional cost.

Estimated Completion: Winter – 2017

Expected Outcome: Businesses will be able research property permit data in real-time.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

C. Business Communication Initiatives – Communication initiatives promote two-way dialogue between the City and the business community. The communication strategy will include the following elements:

- Business Roundtables – Business Roundtable meetings will be held quarterly to review and discuss local business issues within the community and issues of regional or statewide significance. These Roundtables foster dialogue not

just between the business community and government but also amongst the businesses.



Estimated Cost: The Business Roundtables have minimal costs to the city (usually light meals or refreshments are served).

Estimated Completion: Ongoing

Expected Outcome: Build and grow strong relationships with the Foster City business community through transparent, positive and forward-thinking communication.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses attending roundtable meetings.

- Business Visitation Program – Regular Business Visitation Meetings will provide a great opportunity for company representatives and City staff to meet and discuss business operations, business information and resources, future expansion plans and many other business-related topics. It also provides businesses with an opportunity to share and showcase what they do best. Businesses may also request to schedule visitations.

Estimated Cost: The Business Visitation Program is a no-cost program handled by staff.

Estimated Completion: Ongoing

Expected Outcome: Create and foster individual relationships within the business community.

Performance Measure: Staff will meet with the top 25 businesses in Foster City once every two years.

- Business e-Newsletters – Monthly e-newsletter produced and distributed by the City highlighting economic development initiatives, major projects affecting the city, and reaffirming the City's commitment to the Foster City business community.

Estimated Cost: The Business e-Newsletter is a no cost program handled by staff.

Estimated Completion: Ongoing

Expected Outcome: Build and grow strong relationships with the Foster City business community through transparent, positive and forward-thinking communication.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses subscribing to and reading the newsletter.

D. Policy Review - Improving business customer services long-term will require the City to provide “end-to-end” leadership, guidance and accountability for doing business with the City. The policy review initiative will seek to work with the Community Development Department, the City Attorney, and the business community to conduct an internal evaluation of any potential concerns related to established City policies or procedures that have a negative impact on business - and if necessary, modify those policies in accordance with City Council direction. The policy review process will focus on the following components:

- **Core Business Processes** – Are processes in development services integrated and efficient, and do they reflect a culture that is sensitive to the customer’s point of view?
- **Public Interface** – Are our internal procedures and communication mechanisms for staff, customers, and citizens structured to share information freely, manage projects effectively, and resolve issues or conflicts as they occur?
- **Regulatory Framework** – Are the policies, codes, and support documents that drive the development services process understandable, objective, and reasonable?



Estimated Cost: Reviewing current policies is a no-cost program.

Estimated Completion: Ongoing

Expected Outcome: Create a “business-friendly” environment by evaluating current City policies to ensure they allow business growth in Foster City, while still maintaining legal integrity.

Performance Measure: Increased customer satisfaction regarding business processes and development.

2. **GOAL: Facilitate public-private agreements to leverage private investment in businesses and privately owned buildings.**

PROGRAMS / INITIATIVES:

- A. **Kiva-Foster City Business Microloan Program**– Kiva is an online platform that enables individual lenders to “crowd-fund” interest-free loans directly to small business owners, micro-enterprises and entrepreneurs. As a Kiva trustee, the City of Foster City would contribute funds and endorse micro enterprises that demonstrate growth opportunities and meet a community need. Borrowers with community support, who may or may not be eligible for conventional lending, would raise up to \$5,000 from their supporters and could eventually be eligible for up to \$50,000 in loans through Kiva crowd-sourcing. Foster City would match any funds raised.

Estimated Cost: Initial investment of \$100,000 to become a silver member fund matcher with KIVA.org. The initial \$100,000 investment would be used as matching funds for qualifying Foster City business ventures and would be recouped by loan repayments.

Estimated Completion: Initial roll-out January 2017 as part of a larger Bay Area initiative, then ongoing

Expected Outcome: Create financial opportunity within the small business and micro-enterprise community in Foster City.

Performance Measure: Amount of small or micro loans completed through KIVA Foster City portal.

- B. **Commercial Property Improvement Programs** – These programs would offer grants for improvements to commercial property on targeted streets.

- **Façade Improvement Matching Grant Program** – Approved applicants (property owners) can be reimbursed up to 50% (or up to an identified maximum) to improve private commercial properties. Eligible improvements include new paint job, doors and storefront systems, new awnings and canopies, window replacement, new signage, outside common area furniture, landscaping and exterior lighting, and compliance with the Americans with Disabilities Act (ADA). All the improvements must be visible from the public right of way. Reimbursement is made once construction is complete.

Estimated Cost: Initial start-up fund of \$200,000

Estimated Completion: July – 2017; then ongoing

Expected Outcome: Creates incentives for property-owners to update and maintain public-facing facades.

Performance Measure: Amount of private investment leveraged through economic development efforts.

- **Tenant Improvement Grant Program** – Program provides grants to commercial property owners for improvements to the interior spaces of commercial spaces that have been vacant for six months or longer and a new tenant has been identified. Eligible improvements include hazardous materials abatement, such as asbestos removal, demolition and shell reconstruction, plumbing, mechanical, electrical & HVAC, Americans with Disabilities Act (ADA) compliance, and interior design and décor.

Estimated Cost: Initial start-up fund of \$150,000

Estimated Completion: July – 2017; then ongoing

Expected Outcome: Creates incentives for property-owners to update commercial spaces.

Performance Measure: Amount of private investment leveraged through economic development efforts; decrease in the office vacancy rate and or retail vacancy rate.

- C. Grow Foster City Business Loan Program** – The City of Foster City, in partnership with the Grow America Fund (GAF), would establish and capitalize the Grow Foster City Fund as an economic development tool designed to assist eligible businesses to obtain financing needed for growth. The Grow America Fund is operated as a subsidiary of the National Development Council, a nationwide, private, non-profit corporation designated as a Small Business Lender who is qualified to serve as a Small Business Administration (SBA) 7(a) lender. Loans made under this program are underwritten by the Grow America Fund and guaranteed by the Small Business Administration (SBA) from \$100K to \$2M. The SBA guarantees a portion of each loan, usually 75 percent. Grow America Fund sells the guaranteed portion to investors. The sale proceeds are then used to make more loans. The remaining 25 percent of the loan is retained by Grow America Fund and serviced on behalf of the City.

Estimated Cost: \$500,000

Estimated Completion: Initial roll-out January – 2017; then ongoing

Expected Outcome: Provide Foster City businesses with access to large amounts of capital for growth and expansion needs.

Performance Measure: Amount of private investment leveraged through economic development efforts; Value of new construction; Percent increase in business property tax base.

- 3. GOAL: Recruit and secure new businesses in priority locations/industries that are a good fit for Foster City, with a focus on biotech, technology, research & development, and business-to-business sales tax generators.**

PROGRAMS / INITIATIVES:

- A. Comprehensive Brand Assessment and Marketing and Communications Strategy**
– Refine the City's Brand to showcase Foster City's strengths as a premier place

to conduct and grow business. Create a framework which promotes Foster City as a forward-thinking, progressive and community-focused organization through consistent messaging in a wide range of communication channels, including print, social media, electronic media and presentations.

Estimated Cost: \$50,000 in possible marketing and branding costs

Estimated Completion: Fall – 2016, then ongoing

Expected Outcome: The creation of a consistent and strategic brand identity will demonstrate to potential and current businesses that the City of Foster City understands marketing and economic trends.

Performance Measure: Increased awareness of Foster City economic development “brand” and identity.

- B. Welcome to Foster City Program** – Implement “Welcome to Foster City” marketing materials and outreach campaign to greet new businesses into the city as well as promote Foster City as a destination location for new businesses. These marketing materials will help create a Foster City business identity to attract new and upcoming industries.

Estimated Cost: Printing of marketing materials.

Estimated Completion: Fall – 2016, then ongoing

Expected Outcome: Consistent and professional marketing materials will attract new businesses to Foster City.

Performance Measure: Outreach materials yield increased awareness of Foster City economic and business “branding” and / or business license applications.

- C. Gig Economy Policy Review** – Explore mutually beneficial policies to address emerging gig economy network activity of companies who use digital platforms as their primary business model (such as Uber, Lyft and Airbnb) and residents who use digital platforms as their primary means of employment. Outreach to current gig workers in Foster City through community forums.

Estimated Cost: No associated costs.

Estimated Completion: Winter – 2017

Expected Outcome: Review and possible creation of policies to address emergent employment and business trends.

Performance Measure: Increased awareness of gig economy impacts on Foster City economic and business environment. Conduct community forums addressing gig workers in Foster City.

- 4. GOAL:** Support existing businesses, especially in the areas of promotion, and facilitate the availability and diversity of goods and services for residents and the daytime employee population.

PROGRAMS / INITIATIVES:

- A. Retail/Commercial Assessment Report Update** – Working with the Community Development Department and the Land Use Ad-Hoc Sub Committee, reevaluate existing retail centers and clusters in Foster City and identify the implications of all the data on Foster City's retail marketplace. Based on that analysis, actively

explore opportunities to diversify the availability for additional amenities, such as sit-down restaurants.

B. Create cross-promotional opportunities for new and existing businesses

- Digital Marketing – Explore opportunities to leverage the unique capabilities of mobile devices to promote Foster City businesses. Create Foster City exclusive mobile applications to encourage “Shop Local” initiatives. Local business marketing and promotions could be included the mobile application.

Estimated Cost: Developed in-house at no additional cost.

Estimated Completion: Winter – 2017, then ongoing

Expected Outcome: Provide and promote unique channels for marketing opportunities.

Performance Measure: Percent increase in business tax base

- Business to Business Network (B2B) – A business-to-business e-platform to connect individual businesses in Foster City. Businesses can directly contact each other in order to partner and grow their businesses. By providing information about products and services, other businesses can find ways to collaborate in mutually-beneficial partnerships.



Estimated Cost: Developed in-house at no additional cost.

Estimated Completion: Winter – 2017, then ongoing

Expected Outcome: Provide and promote unique channels for collaborative businesses-to-business connections.

Performance Measure: Percent increase in business tax base

- Business Spotlight Program – On a quarterly basis, the “Foster City Business Spotlight Program” recognizes a major and a small local business for their contribution to the City of Foster City. This program is also designed to increase awareness of local shopping and employment opportunities.

Estimated Cost: No cost initiative.

Estimated Completion: Winter – 2017, then ongoing

Expected Outcome: Increased exposure for local businesses through recognition by City Council.

Performance Measure: Percent increase in business tax base.

5. **GOAL: Protect existing affordable workforce housing whenever possible**

PROGRAMS / INITIATIVES:

A. Develop funding resources to protect and create Workforce Housing

- Commercial Linkage Fee – Continue to explore the potential of housing impact fees on new developments as a way to provide funding for affordable workforce housing programs. At the August 15, 2016 Council Meeting City Council directed staff to proceed in preparing a draft ordinance establishing a Commercial Linkage Fee on new commercial development to support workforce housing.

Estimated Cost: No associated costs.

Estimated Completion: Fall – 2016, then ongoing

Expected Outcome: Commercial Linkage Fees would provide funding to low-income and workforce housing.

Performance Measure: Funds available for affordable workforce housing programs and initiatives.

B. Protect existing workforce housing resources

- Preservation of Existing At-Risk Affordable Housing Stock – Work with owners of facilities with affordable housing covenants that are due to expire to negotiate extensions of affordability agreements.

Estimated Cost: Program costs have not yet been determined.

Estimated Completion: Spring – 2017, then ongoing

Expected Outcome: Preservation of Foster City affordable housing stock.

Performance Measure: Number of workforce housing units increased or retained.

- Partner with Non-Profit Affordable Housing Developers – Preserve affordable housing for the long term by acquiring at-risk units or acquiring covenants restricting the units and partner with a local non-profit organization to manage the units.

Estimated Cost: Program costs have not yet been determined.

Estimated Completion: Spring – 2017, then ongoing

Expected Outcome: Acquisition and management of at-risk low income housing units through partnerships with local non-profits.

Performance Measure: Number of workforce housing units increased or retained.

C. Provide housing subsidies to meet the affordability of existing market housing for workforce

- Reestablish First-Time Homebuyer Assistance Program – Use eligible funding source to provide down payment assistance to eligible first-time homebuyers who earn up to 120% of median income levels. This assistance will provide additional opportunities for entry level private sector and some public sector employees to live in Foster City affordably.



Estimated Cost: Potential commercial linkages fee could fund homebuyer assistance programs.

Estimated Completion: Spring – 2017, then ongoing

Expected Outcome: Provide assistance to low-income families and workers allowing them to work and live in Foster City.

Performance Measure: Number of workforce housing units increased or retained.

6. GOAL: Facilitate an improved transportation and circulation network that provides for the diverse transportation needs of daytime employees and residents.

PROGRAMS / INITIATIVES:

A. Reduce commute-hour congestion

- Connect Foster City Portal – Through a partnership with the City of San Mateo, Commute.org, SamTrans and the Metropolitan Transportation Commission, the Connect Foster City portal will include a targeted marketing campaign and user-friendly website for residents and employees to explore the myriad of alternative transportation options available within the City of Foster City. Additionally, the site will be used to promote commuter-focused incentives.

Estimated Cost: The Connect Foster City Portal will require \$25,000 to design and launch.

Estimated Completion: Initial roll-out in Spring – 2017

Expected Outcome: Increase awareness to residents and workers of the variety of available alternatives to single-occupancy vehicles, reducing vehicle miles traveled and greenhouse gas emissions.

Performance Measure: This is a new initiative. The first year will establish the baseline of number individuals utilizing the tool.

- Launch of Foster City Carpooling Incentive Program – The Carpooling Incentive Program is designed to reduce inbound and outbound traffic congestion in Foster City during peak commute times by promoting a carpooling application developed by SCOOP Technologies to commuters. For a one-time investment of \$60,000, the program will incentivize commuters to carpool when coming to and leaving Foster City for work. For a 6 month period, all commuters who use the SCOOP carpooling application will be able to take advantage of a discounted price of \$2 (the regular price for this service is \$6). Drivers who use the SCOOP Carpooling application during peak traffic times will receive a \$5 reimbursement per passenger. SCOOP will provide monthly reports of major statistics including registrations, matched users, trips reduced, miles saved, and emissions savings.

SCOOP will provide marketing resources such as email copy, graphics celebrating milestones, and additional physical materials; provide marketing program ideas and help resource/staff events; Launch additional programs to grow Scoop in the area, such as limited-time promotions; Send regular reporting on all metrics.

Estimated Cost: \$60,000 to implement the 6-month incentive period

Estimated Completion: Launch in Fall – 2016

Expected Outcome: Program seeks to reduce single occupancy vehicle trips during peak commute hours, and reduce the impacts of traffic congestion.

Performance Measure: Reduce 15,000 to 20,000 vehicle trips during peak commute hours; and reduce greenhouse gas emissions by 200 tons.

B. Promote and facilitate opportunities for addressing regional and local transportation challenges in a coordinated manner.

- Innovation Cluster Transportation and Policy Focus Group – Sponsor a public-private Transportation and Policy Focus Group to evaluate and encourage more efficient use of transportation and parking resources throughout the City and serve in an advisory role on local policy initiatives that impact the business community.

Estimated Cost: No cost initiative.

Estimated Completion: Fall – 2016, then ongoing

Expected Outcome: Create open dialogue between public and private Foster City stakeholders regarding transportation and traffic issues.

Performance Measure: Establish Transportation & Policy Focus Group and convene meetings to discuss local transportation and traffic issues.

- Continued Participation in Regional Transportation Planning – Continue to work with local and regional traffic congestion management advocates to evaluate, support and monitor their respective management goals.
Estimated Cost: This initiative will be developed through partnerships at no additional cost.
Estimated Completion: Fall – 2016, then ongoing
Expected Outcome: Increase awareness of regional transportation goals and strategies, while advocating for solutions in Foster City and address impacts caused by traffic congestion.
Performance Measure: Staff will serve on the Supervisory committee to Commute.org and work with SamTrans and (City/County Association of Governments (C/CAG) of San Mateo County on regional traffic issues.

FUNDING RESOURCES

The following funding plan is identified as a means of achieving the Goals of the Plan over the next two-year period.

| Proposed Operating Expenses of the Plan | | |
|---|----------------|------------------|
| Operating Expenses | FY 16/17 | FY 17/18 |
| Business Intelligence Portal - Size-Up Contract | 3,000 | - |
| Business Communication - Roundtables | 5,000 | 5,000 |
| Kiva Foster City Matching Loan Fund | 100,000 | - |
| Façade Improvement Matching Grant Program | 200,000 | - |
| Tenant Improvement Grant Program | 150,000 | - |
| Business Spotlight Program | 5,000 | 5,000 |
| Connect Foster City Portal | 25,000 | - |
| Carpooling Incentive Program | 60,000 | - |
| Grow Foster City Business Loan Program | - | 500,000 |
| Affordable Housing Set-Aside | - | 500,000 |
| Workforce Down Payment Assistance | - | TBD |
| Comprehensive Branding/Welcome to Foster City Program | 50,000 | 50,000 |
| Total Operating Expenses | 598,000 | 1,060,000 |
| | | |
| Proposed Funding Sources | | |
| Sources | FY 16/17 | FY 17/18 |
| Sustainable Foster City Fund | 250,000 | 300,000 |
| Community Benefit Fund | 350,000 | - |
| Commercial Linkage Fees | - | 500,000 |
| General Fund | - | 260,000 |
| Total Sources | 600,000 | 1,060,000 |

The proposed operating expenses of the Strategic Plan for FY 16/17 are recommended as part of the FY 16/17 and FY 17/18 budget through the Sustainable Foster City Fund and the Community Benefit Funds derived from a Development Agreement approved to develop the Lincoln Centre Life Sciences Campus to be occupied by Illumina. All other proposed operating expenses represent new expenditures that have not already been approved by the City Council for appropriation. These expenditures, along with the recommended transfers from the General Fund, would be requested during the Annual Budget process for each applicable year.



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Tracy Avelar, Police Chief

SUBJECT: AUTHORIZING AN APPROPRIATION OF \$45,250 FROM THE GENERAL FUND BALANCE TO ACCOUNT NO. 001-0620-421-4240 FOR FY 2020-2021 AND TO CARRYOVER THE UNSPENT APPROPRIATION TO FY 2021-2022 FOR THE USE OF MEASURE K REIMBURSEMENT GRANT FUNDS FOR THE PURCHASE OF A POLICE FACILITY K-9, NECESSARY TRAINING, EQUIPMENT, AND SUPPLIES

RECOMMENDATION

It is recommended that City Council approve the attached resolution authorizing the appropriation of \$45,250 from the General Fund balance to Account No. 001-0620-421-4240 for FY 2020-2021 and to carryover the unspent appropriation to FY 2021-2022 for the use of Measure K reimbursement Grant funds for the purchase of a Police Facility K-9, necessary training, equipment, and supplies. The Measure K reimbursement grant funds are from San Mateo County with a not to exceed amount of \$45,250, which will be split evenly over a two-year period.

EXECUTIVE SUMMARY

Police Facility K-9s have been increasingly added to police departments as a resource to victims and witnesses of traumatic events as well as part of wellness programs for employees. The benefits of adding facility dog programs to police department operations is becoming well understood throughout the law enforcement profession. Police facility dogs are specifically trained to assist and support people in various situations; they are not intended to serve in capacities most common with standard police K-9 dogs, which are primarily used to assist with patrol and detection duties.

Some of the intended uses for a police facility dog includes the following:

- Provide comfort to victims/witnesses during interviews and court proceedings
- Assist victims as they process grief and loss
- Decrease tension and stress with citizens and staff following traumatic events
- Interact with children and senior citizens to build relationships and trust
- Engage with the public during community events
- Enhance the FCPD wellness program for all employees
- A resource to the entire staff of Foster City

Included in the required purchases and covered by the grant will be one facility K-9, training for the dog prior to delivery, handler training for the selected employee, equipment needed for the police station/handler's home, food, and veterinary services/medication.

BACKGROUND

The FCPD has incorporated several K-9 police patrol units (dog and officer) throughout the agency's history. These units served the agency and city well; they operated in a law enforcement capacity while incorporating community engagement activities when possible.

In early 2019, Measure K funds were requested to add a K-9 unit to FCPD. In May of 2020, the County requested details on what the costs might look like. FCPD provided details on the costs for a patrol K-9, which the County approved. Since this time, it has been decided that using these grant funds to incorporate a facility K-9 program into agency operations is preferred over the patrol K-9 program. This decision was made based on the agency's understanding of the benefits a facility dog can bring to a community and workplace along with the agency's desire to place an increased emphasis on community caretaking efforts and relationship building.

The FCPD continues to maintain a positive and strong relationship with the Foster City community. While already a focus of the FCPD, recent events and calls to action have made clear that law enforcement agencies must look for opportunities to improve and grow. The implementation of a facility dog program will be one more way the FCPD can positively impact the lives of citizens and the relationships between the police department and the citizens served by the department.

ANALYSIS

FCPD employees frequently encounter people involved in difficult situations. The impacts of being involved in these situations vary, but involved persons often

experience emotions and illnesses that are difficult to understand and process.

FCPD employees also encounter people in very positive environments. This is common at community events, visits to schools/senior living residences/businesses, and when out during normal operations.

A facility police dog can be taken into many situations and events to either comfort and calm persons in need, or to greet citizens and strengthen bonds, relationships, and trust.

The value of facility dogs, or therapy dogs, has been on display for many years in children's hospitals and convalescent homes. In these settings, the dogs are successful in comforting people in need and have provided an understanding of the good a law enforcement agency can do with such a dog.

The facility dog will be delivered to the FCPD fully trained. This training will include obedience training, exposure to daily interactions with the public in different environments, exposure to children, and exposure to many different types of people.

The facility dog will have a preliminary health screening completed before delivery and will come with a one-year health warranty.

FISCAL IMPACT

This purchase will be initially funded through the City, up to \$22,625 of the total cost per fiscal year, for two consecutive years. All expended funds will be reimbursed to the City through an already approved Measure K grant through the County of San Mateo.

The total cost of this purchase will be:

| | |
|---------------------|-------------------|
| Facility K-9 | \$8,500.00 |
|---------------------|-------------------|

- Price includes the dog, a preliminary veterinary check, one crate, shipping, one leash, one harness, and one collar.

| | |
|-----------------------------|-------------------|
| Initial K-9 Training | \$9,500.00 |
|-----------------------------|-------------------|

- Price includes 4-week training prior to delivery / One-week training for K-9 and new handler / Monthly meetings with the handler and dog for one year to provide training and support.
- Ancillary supplies and services, such as food and veterinary services, will be purchased as needed. Total costs, including initial K-9 and training, will not exceed funded amounts of \$22,625.00 per year for two fiscal years (20/21 and 21/22).
- Subsequent year funding will minimally include food and veterinary costs. Funds

for K-9 care will be addressed through Community Outreach funds, Wellness Program Funds, and community donations.

FCPD has been searching for a facility dog for several months. Trident K-9 Consulting Group was finally able to locate a suitable dog that fits all necessary criteria and personality testing (Attachment 3).

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This action supports the City Council's Value Priority area of Public Safety and Social Equity under the goal to develop and deploy strategies to assist Police Department in handling mental health incidents in a safe manner for officers and patients. This program is specifically called out as an action item to create a therapy dog program for victims and officer wellness program.

The Foster City Police Department is dedicated to caring for the welfare of citizens and employees. This recommended K-9 facility dog program will provide an opportunity and tools to assist people as they work through difficult times, it will serve as a significant contribution to the FCPD Wellness Program, and it will serve as an outstanding community relations tool intended to strengthen relationships and trust between community members and law enforcement. Based on staff's analysis, it is recommended that City Council approve the requested fund appropriation for the Police Department's purchase of the K-9 facility dog and all necessary supplies and services as detailed in this report.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Purchase Quote from Trident K-9 Consulting Group LLC
- Attachment 3 - Photo of "Drake"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING AN APPROPRIATION OF \$45,250 FROM THE GENERAL FUND BALANCE TO ACCOUNT NO. 001-0620-421-4240 FOR FY 2020-2021 AND TO CARRYOVER THE UNSPENT APPROPRIATION TO FY 2021-2022 FOR THE USE OF MEASURE K REIMBURSEMENT GRANT FUNDS FOR THE PURCHASE OF A POLICE FACILITY K-9, NECESSARY TRAINING, EQUIPMENT, AND SUPPLIES.

CITY OF FOSTER CITY

WHEREAS, the Department is interested in purchasing a facility dog to be issued to, and cared for by one employee of the police department; and

WHEREAS, the Department conducted research into the benefits of having a trained facility dog available to interact with, and assist community members in a variety of events and settings; and

WHEREAS, law enforcement agencies with established police facility dog programs have experienced increased community connections, positive impacts during interactions with specific crime victims and children, and positive impacts to department morale; and

WHEREAS, after several months of looking into the option of acquiring a standard police K-9 for patrol or a trained facility dog, Staff decided a facility dog will best meet the needs of the police department and the Foster City community; and

WHEREAS, Trident K-9 Consulting Group LLC offers a facility dog that will be fully trained and medically cleared prior to delivery; and

WHEREAS, Measure K grant funds through the County of San Mateo will fund the program for two consecutive years, totaling up to \$45,250, for the purpose of implementing a K-9 program with the FCPD.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes an appropriation of \$45,250 from the General Fund balance to Account No. 001-0620-421-4240 for FY 2020-2021 and to carryover the unspent appropriation to FY 2021-2022 for the use of Measure K reimbursement Grant funds for the purchase of a Police Facility K-9, necessary training, equipment, and supplies.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



Trident K9 Consulting
 2611 Hampton Avenue
 Redwood City, CA 94061 US
 marty.tridentk9@gmail.com

Invoice 1262

DATE
05/15/2021

PLEASE PAY
\$8,500.00

DUE DATE
06/14/2021

BILL TO

Foster City Police Department
 1030 E. Hillside Blvd.
 Foster City, CA 94404

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

| DESCRIPTION | QTY | RATE | AMOUNT |
|--|-----|----------|----------|
| Sales K9 Drake: Therapy Dog (Labrador Retriever) | 1 | 0.00 | 0.00 |
| Sales 1 Year Warranty for Healthy, Sociability & Workability | 1 | 8,500.00 | 8,500.00 |

TOTAL DUE

\$8,500.00

THANK YOU.



Trident K9 Consulting
 2611 Hampton Avenue
 Redwood City, CA 94061 US
 marty.tridentk9@gmail.com

Invoice 1263

DATE
05/15/2021

PLEASE PAY
\$9,500.00

DUE DATE
06/14/2021

BILL TO

Foster City Police Department
 1030 E. Hillside Blvd.
 Foster City, CA 94404

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

| DESCRIPTION | QTY | RATE | AMOUNT |
|--|-----|----------|----------|
| K9 Training Training of K9 Drake & Selected Handler Price also includes 1 Year of Maintenance Training (1 Training Session Per Month) | 1 | 9,500.00 | 9,500.00 |

TOTAL DUE

\$9,500.00

THANK YOU.





DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Edmund Suen, Finance Director

SUBJECT: ESTABLISHING THE PROPERTY TAX RATE FOR GENERAL
OBLIGATION BONDS FOR FISCAL YEAR 2021-2022

RECOMMENDATION

It is recommended that the City Council approve a resolution establishing the property tax rate for general obligation bonds for Fiscal Year 2021-2022.

EXECUTIVE SUMMARY

In August 2020, the City issued General Obligation Bonds, Series 2020 (Levee Protection Planning and Improvements Project) "Bonds" in the aggregate principal amount of \$85 million. The City Council is required annually to levy a property tax sufficient to pay the principal and interest on the Bonds. City staff has determined that a tax rate of \$0.031 per \$100 on assessed value (equates to \$31 per \$100,000 assessed value) upon taxable properties in the City is necessary to pay for the Bond debt service (principal and interest) of \$6,454,912.50 that is due and payable on February 1, 2022 and August 1, 2022.

BACKGROUND AND ANALYSIS

In June 2018, Foster City voters approved a ballot measure authorizing the issuance of general obligation bonds for the Levee Protection Planning and Improvements Project for up to \$90 million. In August 2020, the City Council authorized the issuance of General Obligation bonds in the aggregate principal amount of \$85 million. Given that there is a Bond debt service (principal and interest) of \$6,454,912.50 that is due and payable on February 1, 2022 and August 1, 2022, City staff has determined that a

property tax rate of \$0.031 per \$100 on assessed value (equates to \$31 per \$100,000 assessed value) is appropriate in fiscal year 2021-2022. This represents a reduction of \$5 per \$100,000 assessed value compared to the current fiscal year due to available original issue bond premiums and projected growth in the City's overall assessed values. The County requires a City Council resolution providing the County the authority to add this levy to their tax roll.

FISCAL IMPACT

The recommended General Obligation Bonds tax levy provides funds needed in the City's Debt Service Fund for principal and interest payments for bond year ending August 1, 2022. There is no impact to the General Fund.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with City Council's Vision and Mission statements on enhancing our quality of place for current and future generations through an investment in a major infrastructure improvement. It is also directly related to the City Council's strategic priority on Facilities and Infrastructure, inclusive of the levee system.

Attachment:

- Attachment 1 - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY, CALIFORNIA, ESTABLISHING THE PROPERTY TAX RATE FOR GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2021-2022

CITY OF FOSTER CITY

WHEREAS, this City Council (the "City Council") of the City of Foster City (the "City"), located in San Mateo County (the "County"), California authorized the issuance of General Obligation Bonds, Series 2020 (Levee Protection Planning and Improvements Project), the "Bonds" in the aggregate principal amount of \$85 million for purposes authorized by the voters of the City on June 5, 2018 (the "Bond Measure"); and

WHEREAS, pursuant to Section 5403 of the Government Code, the City may levy a tax or assessment, as the case may be, in an amount clearly sufficient to pay that portion of the principal of and interest on said Bonds which is expected to become due and payable before the proceeds of the next succeeding tax or assessment levy will be available; and

WHEREAS, the City Council desires to establish the rate of property tax required to generate an amount of revenue from the tax base to provide sufficient moneys to pay debt service on the Bonds; and

WHEREAS, the debt service on the Bonds for the bond year ending August 1, 2022 is \$6,454,912.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City that the property tax rate within the City for the City of Foster City General Obligation Bonds, Series 2020 (Levee Protection Planning and Improvements Project) for the fiscal year ending June 30, 2022 be and hereby is established at \$0.031 per \$100 assessed value, pursuant to Section 5403 of the Government Code; and

BE IT FURTHER RESOLVED that the City Manager and the Finance Director are each hereby directed and authorized to take any and all actions necessary to ensure that such property tax rate is enrolled with the San Mateo Auditor-Controller.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the Regular Meeting held on the 7th day of June, 2021, by the following vote:

AYES: Councilmembers Awasthi, Froomin, Hindi, Sullivan, and Mayor Gehani

NOES: None

ABSENT: None

ABSTAIN: None

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



DATE: June 7, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

FROM: Peter Pirnejad, City Manager

SUBJECT: AGREEMENT WITH THE LAW FIRM OF AARONSON, DICKERSON,
COHN AND LANZONE FOR EXTENSION OF CITY
ATTORNEY/DISTRICT LEGAL COUNSEL SERVICES

RECOMMENDATION

It is recommended that the City Council/EMID Board of Directors adopt the attached resolution approving an agreement with Aaronson, Dickerson, Cohn & Lanzone for the period July 1, 2021-August 31, 2021 and authorize the Mayor/President to sign the agreement on behalf of the City/District.

EXECUTIVE SUMMARY

Attached for the City Council/EMID Board of Directors' review is an agreement for legal services with the law firm of Aaronson, Dickerson, Cohn and Lanzone. If approved, the agreement would commence on July 1, 2021 and expire on August 31, 2021; thirty (30) days after a new City Attorney/District Legal Counsel is appointed by the City Council. Staff recommends approval of the attached agreement.

BACKGROUND

Jean B. Savaree with the law firm of Aaronson, Dickerson, Cohn and Lanzone has served as City Attorney/District Legal Counsel since December of 1997. On February 23, 2021, Ms. Savaree advised the City Council/EMID Board of Directors that Aaronson, Dickerson, Cohn & Lanzone would not request a renewal of its contract with Foster City/EMID when the current contract expires on June 30, 2021.

Since that time, the City Council determined that it wished to seek proposals from individuals/firms to provide legal services to the City/District on a contract basis. A Request for Proposals was issued on April 19, 2021 and responses are due May 19, 2021, with a target date for the new individual or firm to begin providing legal services to the City/District on August 1, 2021.

The City/District has a need for continuing legal services during the time period from July 1, 2021-August 1, 2021 and for a transition of work from Aaronson, Dickerson, Cohn & Lanzone to the City/District's new City Attorney/District Legal Counsel. Aaronson, Dickerson, Cohn & Lanzone has agreed to provide continuing services to the City/District from July 1, 2021-July 31, 2021 under the same terms in the contract which expires June 30, 2021. Aaronson, Dickerson, Cohn & Lanzone has also agreed to assist with the transition of work to the new City Attorney/District Legal Counsel from August 1, 2021-August 31, 2021 at the hourly billing rate shown in the contract which expires on June 30, 2021 (i.e., \$286 general legal services and \$350 developer reimbursed legal services).

ANALYSIS

Attached for the City Council/EMID Board of Director's review is a contract providing for Aaronson, Dickerson, Cohn & Lanzone's services from July 1, 2021-August 31, 2021. If approved, Aaronson, Dickerson, Cohn & Lanzone would continue to provide legal services between July 1, 2021-July 31, 2021 under the same terms and conditions of its contract which expires June 30, 2021. During those thirty (30) days, Jean B. Savaree would continue to serve as City Attorney/District Legal Counsel and Aaronson, Dickerson, Cohn & Lanzone would receive one month's retainer of \$12,535. Non-retainer work would be billed at the rate of \$286 for all general services and \$350 per hour for developer reimbursed work. The proposed contract further provides for the time period of August 1, 2021-August 31, 2021, Aaronson, Dickerson, Cohn & Lanzone staff and attorneys will be available to perform legal services at the above-referenced hourly billing rates, if requested by the new City Attorney/District Legal Counsel to assist in the transition of work to the new City Attorney/District Legal Counsel. No retainer would be paid for that time period.

FISCAL IMPACT

If approved, the contract provides for a retainer in the amount of \$12,535 to be paid to Aaronson, Dickerson, Cohn & Lanzone during the month of July 2021, and that all other work performed between July 1, 2021-August 31, 2021 would be billed at the rate of \$286 for general services and \$350 for developer reimbursed legal work.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Ensuring continuity in legal services will help minimize the City/EMID's liability risks, as well as ensuring that the policies and procedures employed by all departments are legally compliant and that City Council receives information and advice needed to make well informed decisions. This item is in alignment with the principles under the "City Council Operations and Improved Community Engagement and "Staff Empowerment and Operational Excellence" Value/Priority Areas.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - Agreement

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
APPROVING AN AGREEMENT WITH THE LAW FIRM OF AARONSON, DICKERSON,
COHN AND LANZONE FOR CITY ATTORNEY SERVICES

CITY OF FOSTER CITY

WHEREAS, Jean B. Savaree with the law firm of Aaronson, Dickerson, Cohn & Lanzone has served as City Attorney since December of 1997; and

WHEREAS, Aaronson, Dickerson, Cohn & Lanzone advised the City Council it does not request a renewal of its current contract which expires June 30, 2021; and

WHEREAS, on April 19, 2021, the City has issued a Request for Proposals for legal services; and

WHEREAS, the contract for legal services with Aaronson, Dickerson, Cohn & Lanzone expires on June 30, 2021 and the interview and appointment process for a successor City Attorney will not be completed by that date; and

WHEREAS, in order to ensure that the City continues to receive legal services without interruption, the Council has requested that Aaronson, Dickerson, Cohn & Lanzone continue to provide legal services until the new City Attorney is appointed and thereafter; and

WHEREAS, in order to provide for continued legal services as described herein, the City Council has reviewed the agreement for legal services and determines that its terms and conditions are acceptable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve an agreement for legal services with Aaronson, Dickerson, Cohn & Lanzone and authorizes the Mayor to sign the agreement on behalf of the City.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES: Councilmembers Awasthi, Froomin, Hindi, Sullivan, and Mayor Gehani

NOES: None

ABSENT: None

ABSTAIN: None

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING AN AGREEMENT WITH THE LAW FIRM OF AARONSON, DICKERSON, COHN AND LANZONE FOR DISTRICT LEGAL COUNSEL SERVICES

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, Jean B. Savaree with the law firm of Aaronson, Dickerson, Cohn & Lanzone has served as District Legal Counsel since December of 1997; and

WHEREAS, Aaronson, Dickerson, Cohn & Lanzone advised the Board of Directors it does not request a renewal of its current contract which expires June 30, 2021; and

WHEREAS, on April 19, 2021, the District has issued a Request for Proposals for legal services; and

WHEREAS, the contract for legal services with Aaronson, Dickerson, Cohn & Lanzone expires on June 30, 2021 and the interview and appointment process for a successor District Legal Counsel will not be completed by that date; and

WHEREAS, in order to ensure that the District continues to receive legal services without interruption, the Board of Directors has requested that Aaronson, Dickerson, Cohn & Lanzone continue to provide legal services until the new District Legal Counsel is appointed and thereafter; and

WHEREAS, in order to provide for continued legal services as described herein, the Board of Directors has reviewed the agreement for legal services and determines that its terms and conditions are acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby approve an agreement for legal services with Aaronson, Dickerson, Cohn & Lanzone and authorizes the Board President to sign the agreement on behalf of the District.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES: Directors Awasthi, Froomin, Hindi, Sullivan, and President Gehani

NOES: None

ABSENT: None

ABSTAIN: None

SANJAY GEHANI, PRESIDENT

ATTEST:

PRISCILLA SCHAUS, DISTRICT SECRETARY

AGREEMENT FOR SERVICES
FOR CITY ATTORNEY/DISTRICT LEGAL COUNSEL

WHEREAS, the firm of Aaronson, Dickerson, Cohn & Lanzone has provided legal services to the City of Foster City/Estero Municipal Improvement District (hereinafter "City") for a number of years;

WHEREAS, Jean B. Savaree of Aaronson, Dickerson, Cohn & Lanzone has served as the attorney for Foster City/Estero Municipal Improvement District (hereinafter "City Attorney") since December 1997;

WHEREAS, in February 2021, Ms. Savaree advised the City Council/Estero Municipal Improvement District Board of Directors (hereinafter "City Council") that Aaronson, Dickerson, Cohn & Lanzone would not request a contract renewal of the current contract expiring June 30, 2021;

WHEREAS, in response, the City Council approved issuance of a Request for Proposals for legal services on April 19, 2021, with an anticipated appointment of a new City Attorney by August 1, 2021;

WHEREAS, the City Council of the City wishes to continue its relationship with Aaronson, Dickerson, Cohn & Lanzone through the recruitment and appointment process for the new City Attorney and to assist in the transition of work to the new City Attorney.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DESIGNATION OF CITY ATTORNEY

Aaronson, Dickerson, Cohn & Lanzone is hereby retained to provide continuing legal services to the City until July 31, 2021, with Jean B. Savaree serving as City Attorney. Thereafter, between August 1, 2021-August 31, 2021, Ms. Savaree and the attorneys at Aaronson, Dickerson, Cohn & Lanzone shall be available, at the request of the new City Attorney, to assist in the transition of legal work to the new City Attorney.

2. MEETING ATTENDANCE

A. Until July 31, 2021, the City Attorney, or her deputy, shall attend all regular meetings of the City Council and shall attend Planning Commission meetings as needed. The City Attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters that may arise during any meetings, excepting, however, legal matters which may pertain to assessment districts, issuance of bonds or other proceedings wherein legal services are to be provided by special counsel.

- B. Until July 31, 2021, the City Attorney, or her deputy, also shall attend meetings of other boards, commissions, committees and staff of the City, when requested to do so by the City Council or the City Manager, at which time legal advice shall be given and opinions rendered. The City Attorney or her deputy shall normally attend City staff meetings, which are generally held on a weekly basis.

3. PREPARATION OF DOCUMENTS

Until July 31, 2021, when requested to do so by the City Council or the City Manager, the City Attorney, or her representative, shall prepare staff reports, resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the City, and shall examine for legal sufficiency all documents submitted to her by the City.

4. LEGAL ASSISTANCE, ENFORCEMENT AND ADVICE

Until July 31, 2021, the City Attorney shall cooperate with and provide legal advice to the City, its officers, agents and employees on all general legal matters pertaining to the City, including the enforcement of state and local laws and codes. The City Attorney shall also research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council, City Manager and staff on legal matters pertaining to City operations.

5. LITIGATION REPORTS AND LEGAL UPDATES

Until July 31, 2021, the City Attorney shall, on a regular basis, prepare reports to the City Council, giving the current status of any legal actions in which the City may be involved, including code enforcement. The City Attorney shall comment in the reports on any new legislation or court cases that may affect the City.

Until July 31, 2021, the City Attorney also shall be responsible for advising City officials on how to respond to these changes as well as drafting memorandum, guidelines, resolutions, ordinances, administrative rules or other procedures that she feels necessary for the City to comply with these changes in the law, when such drafting is requested by the City Council or City Manager.

6. ACQUISITION OF LAND AND EASEMENTS

Until July 31, 2021, the City Attorney shall provide the necessary legal services required in connection with the acquisition of land or easements up to the point that the City Council authorizes the commencement of eminent domain proceedings. The City Attorney shall also perform legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and public utilities. The City Attorney shall, if outside counsel is retained,

coordinate work of outside legal counsel as directed by the City Council and/or City Manager.

7. RELATED LEGAL SERVICES

Until July 31, 2021, the City Attorney also shall perform such other related legal services for the City as may be requested by the City Council or City Manager. The City Attorney shall at all times endeavor to provide response to Council and staff inquiries concerning legal matters on a “same day” basis. The intent of this requirement is to provide City officials with an immediate initial contact on legal problems and not necessarily the final researched answers.

8. LITIGATION DUTIES

- A. Until July 31, 2021, the City Attorney shall represent the City in all legal proceedings, whether civil or criminal, required in the enforcement of the City’s ordinances.
- B. Until July 31, 2021, as authorized by the City Council, the City Attorney, or her representative, shall represent the City in legal proceedings and other litigation to which the City may be a party except where a conflict of interest exists, or where the requirement of specialized legal expertise makes representation inappropriate. In such situations, the City Attorney shall spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the City’s interests.

9. DEPUTY CITY ATTORNEYS

Until July 31, 2021, the City Attorney has designated Kai Ruess as Senior Deputy, and Camas J. Steinmetz and Joan Borger to act as Deputy City Attorneys. They shall represent the City in cases where the City Attorney is unable to act due to illness, vacation or other reason, or when the City Attorney requires assistance.

10. REQUESTS FOR ASSISTANCE

From August 1, 2021 to August 31, 2021, Aaronson, Dickerson, Cohn & Lanzone’s attorneys shall be available to respond to requests for assistance from the newly appointed City Attorney.

11. COMPENSATION

Until July 31, 2021, Aaronson, Dickerson, Cohn & Lanzone shall be paid a monthly retainer of \$12,535. All non-retainer work shall continue to be billed at the rate of \$286.00 per hour. All reimbursable legal services work shall continue to be billed at the rate of \$350.00 per hour. For the period August 1, 2021-August

31, 2021, all work performed under this Agreement shall be billed at the above-referenced billable rates and no retainer shall be paid.

12. COSTS

Aaronson, Dickerson, Cohn & Lanzone shall be entitled to be reimbursed by the City for all costs advanced when providing legal services such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and costs associated with transitioning files and documents to the City's incoming attorney.

13. INSURANCE

Aaronson, Dickerson, Cohn & Lanzone shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Aaronson, Dickerson, Cohn & Lanzone's attorneys. The insurance shall be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII", or as otherwise acceptable to the City.

13.1 COVERAGES AND LIMITS. Aaronson, Dickerson, Cohn & Lanzone shall maintain the types of coverages and minimum limits indicated below, unless City Manager approves a lower amount. These minimum amounts of coverage shall not constitute any limitations or cap on Aaronson, Dickerson, Cohn & Lanzone's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Aaronson, Dickerson, Cohn & Lanzone pursuant to this Agreement are adequate to protect Aaronson, Dickerson, Cohn & Lanzone. If Aaronson, Dickerson, Cohn & Lanzone believes that any required insurance coverage is inadequate, Aaronson, Dickerson, Cohn & Lanzone shall obtain such additional insurance coverage, as Aaronson, Dickerson, Cohn & Lanzone deems adequate, at Aaronson, Dickerson, Cohn & Lanzone's sole expense.

13.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

- 13.1.2 AUTOMOBILE LIABILITY. \$1,000,000 combined single-limit per accident for bodily injury and property damage.
- 13.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance shall not be required if Aaronson, Dickerson, Cohn & Lanzone has no employees and provides, to City's satisfaction, a declaration stating this.
- 13.1.4 PROFESSIONAL LIABILITY. Errors and omissions liability appropriate to Aaronson, Dickerson, Cohn & Lanzone's profession with limits of not less than \$1,000,000 per claim.
- 13.2 ADDITIONAL PROVISIONS. Aaronson, Dickerson, Cohn & Lanzone shall ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
- 13.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers and employees shall be named as additional insureds.
- 13.2.2 Aaronson, Dickerson, Cohn & Lanzone shall obtain occurrence coverage, excluding Professional Liability, which shall be written as claims-made coverage. Insurance policies with claims-made coverage shall be maintained for a period of at least 3 years after completion of the contract.
- 13.2.3 This insurance shall be in force during the life of the Agreement and any extensions of it and shall not be canceled without thirty (30) days prior written notice to City.
- 13.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS. Prior to City's execution of this Agreement, Aaronson, Dickerson, Cohn & Lanzone shall furnish certificates of insurance and endorsements to City.
- 13.4 FAILURE TO MAINTAIN COVERAGE. If Aaronson, Dickerson, Cohn & Lanzone fails to maintain any of these insurance coverages, then City shall have the option to declare Aaronson, Dickerson, Cohn & Lanzone in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Aaronson, Dickerson, Cohn & Lanzone is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Aaronson, Dickerson, Cohn & Lanzone or deduct the

amount paid from any sums due Aaronson, Dickerson, Cohn & Lanzone under this Agreement.

- 13.5 SUBMISSION OF INSURANCE POLICIES. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.
- 13.6 PRIMARY COVERAGE. For any claims related to the services and this Agreement, Aaronson, Dickerson, Cohn & Lanzone's insurance coverage shall be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, shall be in excess of Aaronson, Dickerson, Cohn & Lanzone's insurance and not contributory with it.
- 13.7 REDUCTION IN COVERAGE/MATERIAL CHANGES. Aaronson, Dickerson, Cohn & Lanzone shall notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

14. INDEMNIFICATION

Aaronson, Dickerson, Cohn & Lanzone shall hold harmless, defend at its own expense, and indemnify the City against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from its acts or omissions in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts.

15. RECORDS, MONTHLY STATEMENTS AND AUDIT

Aaronson, Dickerson, Cohn & Lanzone shall maintain careful and accurate records of all time in providing services to the closest ¼ of an hour, and all reimbursable costs advanced by Aaronson, Dickerson, Cohn & Lanzone in conjunction with City business. Aaronson, Dickerson, Cohn & Lanzone shall render monthly statements to the City for the performance of all services showing the services performed, the hours spent, the costs advanced and the amount Aaronson, Dickerson, Cohn & Lanzone is entitled to receive from the City for the month. If approved, the sum shown to be due by such statement shall be paid to Aaronson, Dickerson, Cohn & Lanzone by the City within thirty (30) days after said approval. Books of account and the time records of Aaronson, Dickerson, Cohn & Lanzone pertaining to business transacted for the City shall be open to audit by the City Council, City Manager or their designee.

16. TERMINATION

This Agreement may be terminated upon either party giving the other ten (10) days written notice. Upon the termination of this Agreement, Aaronson, Dickerson, Cohn & Lanzone shall return to the City any City Code books received, active litigation files, and any files maintained on City matters by Aaronson, Dickerson, Cohn & Lanzone.

17. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2021.

CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT
DISTRICT

AARONSON, DICKERSON, COHN &
LANZONE

By: _____
Sanjay Gehani
Mayor/President

By: _____
Jean B. Savaree
Managing Partner
Aaronson, Dickerson, Cohn &
Lanzone

ATTEST:

Priscilla Schaus,
City Clerk/District Secretary



DATE: June 7, 2021

TO: President and Members of the Estero Municipal Improvement District (EMID) Board of Directors

VIA: Peter Pirnejad, District Manager

FROM: Dante Hall, Assistant City Manager/Acting Parks & Recreation/Public Works Director

SUBJECT: EXTENSION OF ONE YEAR TO THE PILOT WATER/WASTEWATER RATE ASSISTANCE PROGRAM (W/WRAP) UNTIL JUNE 30, 2022

RECOMMENDATION

It is recommended that the EMID Board of Directors adopt a resolution approving a one year extension until June 30, 2022, of the Estero Municipal Improvement District Pilot Water/Wastewater Rate Assistance Program (W/WRAP). The W/WRAP consists of discounts for eligible applicants of \$15 per water and wastewater account per month. Upon the conclusion of the extended year, the Pilot Program shall sunset unless extended by the EMID Board.

EXECUTIVE SUMMARY

The Estero Municipal Improvement District (EMID) is projecting significant increases in both the Water and Wastewater Rates over the next five (5) and ten (10) year periods for important infrastructure improvements. In recognition of the anticipated scope of the projected rate increases, the District Board implemented a Rate Assistance Program starting in Rate Year 2020-2021 for customers who demonstrated financial need. This program is scheduled to sunset on June 30, 2021 unless extended by the Board. The application and program guidelines are available on the City's website at www.fostercity.org/wwrap.

The program provides discounts of a flat \$15/month each for eligible Water and Wastewater account applicants, which is 18-21% for two-person households with typical

consumption. Based upon an estimated number of eligible customers, the discount program could have a fiscal impact to the District of as much as \$82,000 per year. Currently there are only seven (7) customers enrolled in the program for a total annual fiscal impact of \$2,520. The program is required to be funded from non-rate sources.

Due to a delinquency fee moratorium due to the COVID-19 pandemic, revenues from this source were insufficient in FY 2020-2021 to fund the program. However, there was sufficient balance in FY 2019-2020 funds for FY 2020-2021 and anticipated costs for FY 2021-2022 if the EMID Board extends the program.

BACKGROUND

As part of the FY 2021-2022 budget preparation process, the District engaged Bartle Wells Associates (BWA) to develop financial projections for its Water Enterprise and to make water rate recommendations to cover maintenance, operations, and capital improvements for FY 2021-2022 and the following five-year period. Table 5 from the BWA report shows anticipated average increases for single family homes of 3.24% per year for the five-year period. Projected increases average 3.71% over the ten-year period, with a high of 4.3% in a single year. The primary driver for the proposed rate increases is the San Francisco Public Utilities Commission (SFPUC) wholesale water rate associated with the \$4.8 billion Water System Improvement Project (WSIP) to upgrade the Hetch Hetchy Water System.

Table 5
Foster City / Estero Municipal Improvement District
Projected Water Rate Impacts

| Projected Water Bills | Current | Fiscal Year Ending June 30 | | | | | Extended Year Projection | | | | |
|--|---------|----------------------------|---------|---------|---------|---------|--------------------------|---------|---------|---------|----------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| <u>Two Tier Hybrid Model</u> | | | | | | | | | | | |
| Single Family Residential Monthly Rate | \$69.93 | \$72.16 | \$74.44 | \$76.77 | \$79.18 | \$82.04 | \$85.43 | \$89.14 | \$92.96 | \$96.79 | \$100.75 |
| \$ Increase | | 2.23 | 2.28 | 2.33 | 2.41 | 2.86 | 3.39 | 3.71 | 3.82 | 3.83 | 3.96 |
| % Increase | | 3.2% | 3.2% | 3.1% | 3.1% | 3.6% | 4.1% | 4.3% | 4.3% | 4.1% | 4.1% |

Based on Single Family Residential Use of 8 ccf

In March 2018, the EMID Board of Directors adopted a rolling five-year annual wastewater rate and has updated that rolling rate schedule such that increases in rates are approved in the amounts of 14.25% each for FY 2021-2022 and FY 2022-2023, 10% for FY 2023-2024 and 2% for 2024-2025, which is an average increase of 8.5% over the five year term, in order to ensure that the wastewater enterprise generates enough revenue to pay for its share of the future capital improvement costs of the Wastewater Treatment Plant Project and to strengthen the District's position to obtain low-cost long-term financing for that purpose.

A complete discussion of water and wastewater rates is included in the separate public hearing item on tonight's agenda.

In recognition of the anticipated scope of the Water and Wastewater rate increases, in May 2020 the District Board approved a Pilot Water and Wastewater Rate Assistance Program for customers who demonstrated financial need. Per Resolution 3513 (Attachment 2), the program had a start date of July 1, 2020, and continued for one (1) year, until June 30, 2021, when the Pilot Program sunsets unless it is extended by the District Board.

ANALYSIS

The W/WRAP program utilizes the same financial need thresholds as the Pacific Gas and Electric Company (PG&E) California Alternate Rates for Energy (CARE) discount program. EMID customers can provide documentation that they are enrolled in the PG&E CARE program, or they can demonstrate eligibility through an EMID application process (Attachment 3) that utilizes the same household income thresholds.

According to PG&E, 680 customers in Foster City are enrolled in the PG&E CARE Program. BWA estimates that 33% (approximately 227) of these customers are single family residential and therefore would be eligible for the discount. Multi-family units that are not separately metered and/or the bill is not paid by the individual units would not be eligible for the discount.

Based upon the estimated number of eligible customers, a \$15/month discount could have a fiscal impact to the District of as much as \$82,000 per year for both Water and Wastewater accounts. Currently there are only seven (7) customers enrolled in the program for a total annual fiscal impact of \$2,520.

For potable water, a single-family account with two people residing in the home typically uses an average of fifty (50) gallons/person/day, which is four (4) units of water per month. Under the proposed Rate Year 2021-2022 water rates, meters have a fixed charge of \$24.80 and residential accounts using less than 20 units of water per billing cycle are billed \$5.92 per unit of water. Therefore, Water Meter Charge \$24.80 + Water Consumption \$23.68 = \$48.48/month water charge.

The approved Rate Year 2021-2022 single-family rate for wastewater collection is \$111.21 and the charge for separately metered multi-family units is \$93.42.

As shown in Table 1, the total cost for an average household under this scenario for both water and wastewater is \$159.69 for single family homes or \$141.90 for multi-family units. The monthly program credit of \$30 (\$15 each for water and wastewater) will result in an approximate 20% reduction for qualifying customers in Rate Year 2021-

2022. Because it is a flat credit, homes that use less water receive a higher overall percentage benefit and customers that use more water receive a lower overall percentage benefit than what is shown in the scenario, which is consistent with the District's interest in encouraging water conservation.

Table 1: Example of Impact of Rate Assistance by Percentage based on 4 units of water per month

| Account Type | Water Charges | | Wastewater Charges | Total Charges | Credits | | % Discount |
|--------------|---------------|-------------|--------------------|---------------|---------|------------|------------|
| | Meter | Consumption | | | Water | Wastewater | |
| SF | \$24.80 | \$23.68 | \$111.21 | \$159.69 | (\$15) | (\$15) | 18.8% |
| MF | \$24.80 | \$23.68 | \$93.42 | 141.90 | (\$15) | (\$15) | 21.1% |

Under Proposition 218, a non-rate revenue source must be used to offset the cost of discount programs. When it approved the program, the District Board approved using delinquent payment fees (late charges) for this purpose. Table 2 illustrates that the level of collection of these fees was sufficient in FY 2018-2019 and FY 2019-2020 to satisfy the funding requirement.

However, in FY 2020-2021, the District Manager suspended collection of late fees due to hardships associated with the COVID pandemic. As such, the collected amount is less than what is needed to sustain the program.

Further, in January 2020, the District implemented Senate Bill 998, the Water Shutoff Protection Act. SB 998 imposes rules, restrictions, and procedures that must be followed before residential water service can be interrupted, in order to minimize the number of Californians whose water service is interrupted due to their inability to pay. The major requirements of SB 998 that changed District policy are:

- The amount of time between the bill due date and the discontinuation of service (at least 60 days delinquent after multiple required notices); and
- Allowing for alternative payment plans (at least one 12-month repayment period per year for outstanding balances); and
- Waiver of interest charges once every 12 months and limits reconnection fees for residential customers below 200% of the federal poverty level.

Even when late fees are reinstated by the District, SB 998 is expected to dampen the District's ability to collect late fees, although the full impact has not been felt yet.

Table 2: Delinquent Fines Collected by Rate Year

| Rate Year | Water Delinquent Charges | Wastewater Delinquent Charges | Total Collections |
|--|--------------------------|-------------------------------|-------------------|
| 2020-2021 YTD (7/1/2020 - 2/28/2021) | \$272 | \$159 | \$431 |
| 2019-2020 | \$47,555 | \$42,720 | \$90,275 |
| 2018-2019 | \$53,042 | \$41,634 | \$94,676 |

Prior to FY 2020-2021, late fees were rolled back into the rate model to offset rates. Staff has confirmed that FY 2019-2020 late fees can be carried over to fund the

W/WRAP discounts in FY 2020-2021 and beyond, but it is possible that the EMID Board may need to be prepared to consider alternative funding sources if it wishes to continue the program in future years. Other sources of non-rate revenues could include the Community Benefits Fund, Construction and Demolition forfeitures, or general fund revenue.

Staff's recommendation to continue the program for a limited one-year term recognized the District's need to better understand the longer-term impact of SB 998 on both the District's revenue sources and individual account holders' protections. At the conclusion of the one year extension of the Pilot Program, staff will bring this item back to the District Board with another recommendation to discontinue, extend the pilot or convert to an ongoing program.

FISCAL IMPACT

Based upon the currently enrolled customers, the annual cost of the W/WRAP program is \$2,520. Based on 227 estimated number of eligible customers, the discount of \$15/month each per Water and Wastewater account could cost as much as \$82,000 per year.

CITY COUNCIL/DISTRICT BOARD VISSION, MISSION, AND VALUE/PRIORITY AREA

The decision to continue the discount program for an additional year would be consistent with the City Council/District Board's Value/Priority area of "Public Safety and Social Equity."

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Program Guidelines

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING THE EXTENSION OF A PILOT WATER/WASTEWATER RATE ASSISTANCE PROGRAM (W/WRAP) THROUGH JUNE 30, 2022

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the EMID is projecting significant increases in both the Water and Wastewater Rates over the next five (5) and ten (10) year periods for important infrastructure improvements; and

WHEREAS, in recognition of the scope of projected rate increases, for Fiscal Year 2020-2021, the District Board implemented a Pilot Water/Wastewater Rate Assistance Program for customers who demonstrate financial need; and

WHEREAS, the Water/Wastewater provides for a \$15 per month discount each for water and wastewater accounts; and

WHEREAS, the Water/Wastewater Rate Assistance Program will automatically sunset on June 30, 2021 unless extended by the EMID Board; and

WHEREAS, a non-rate revenue source must be used to offset the cost in order to maintain compliance with California Proposition 218.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby:

1. Extend the Pilot Water/Wastewater Rate Assistance Program of \$15 each per water and wastewater account per month for eligible applicants until June 30, 2022, when the program automatically sunsets unless extended by the EMID Board, and
2. Authorize the use of FY 2019-2020 delinquent payment fees as the revenue source for FY 2020-2021 and FY 2021-2022 program costs; and
3. Authorize the District Manager or designee to maintain and update the Program Guidelines and Materials as needed to administer the program.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

SANJAY GEHANI, PRESIDENT

PRISCILLA SCHAUS, DISTRICT SECRETARY

**Estero Municipal Improvement District
Water/Wastewater Rate Assistance Program (W/WRAP)
Program Guidelines**

The intent of the Estero Municipal Improvement District Water/Wastewater Rate Assistance Program (W/WRAP) is to provide rate relief to account holders who demonstrate need. In recognition of significant increases in the Water and Wastewater Rates associated with important infrastructure improvements, the Estero Municipal Improvement District implemented this discount program to make rates more affordable for qualifying customers.

The following guidelines govern the specific procedures and qualifications for this incentive program.

1. About the Program

- a. **Effective Dates.** Funding for the program is authorized and applications will be accepted as of July 1, 2020. Discounts will not be applied retroactively.
- b. **Discount Amount.** Customers meeting the eligibility and qualification requirements below shall be granted a discount of up to \$15 per month each on their qualifying Water and Wastewater accounts, not to exceed a \$30 per month discount per customer. In no case shall the discount exceed the amount of the monthly bill.
- c. **Discounts will be applied to accounts as of the month following enrollment into the program and will be in force for a two-year qualification period unless program is terminated. Requalification is required every two years.**

2. Customer Eligibility

- a. The EMID Water bill must be in the applicant's name.
- b. Applicant must live at the address to which the discount applies.
- c. Applicant's home may not share a water meter with another home.
- d. Another person (besides the applicant's spouse) may not claim the applicant as a dependent on an income tax return.
- e. Applicant must submit required documentation.

3. Required Documentation.

- a. **Program Application -** Submit the most current version of the Program Application form, which can be found on the City of Foster City website: www.fostercity.org
- b. **Documentation of need under one of the following three qualification categories:**
 - A. **ENROLLMENT IN PG&E'S RATE ASSISTANCE CARE PROGRAM –** Submit proof of enrollment in CARE program

**Estero Municipal Improvement District
Water/Wastewater Rate Assistance Program (W/WRAP)
Program Guidelines**

- B. PARTICIPATION IN PUBLIC ASSISTANCE PROGRAM(S) – Submit WIC voucher, recent award letter(s) OR letter of participation in one or more of the following program(s)
- Women, Infants, and Children (WIC)
 - CalFresh/SNAP (Food Stamps)
 - CalWORKs (TANF) or Tribal TANF
 - Head Start Income Eligible (Tribal Only)
 - Supplemental Security Income (SSI)
 - Medi-Cal for Families (Healthy Families A & B)
 - National School Lunch Program (NSLP)
 - Bureau of Indian Affairs General Assistance
 - Medicaid/Medi-Cal
 - Pacific Gas and Electric Company Low Income Home Energy Assistance Program (LIHEAP)
- C. MAXIMUM HOUSEHOLD INCOME THRESHOLD – Submit documentation of total of all household members' incomes from all eligible sources. Maximum qualifying total gross annual household income is listed in the most current W/WRAP application. Income sources include, but are not limited to the following:
- Wages
 - Salaries
 - Interest and dividends
 - Spousal and child support payments
 - Public assistance payments
 - Social Security and pensions
 - Housing and military subsidies
 - Rental income
 - Self-employment income
 - Employment-related, non-cash income

4. Other Program Requirements

- a. Program Participants must notify EMID within 30 days if the household no longer qualifies for the W/WRAP discount.
- b. Program participants must requalify every two years.
- c. Program participants must reapply if they move within the EMID Service Area.
- d. Program participants may be required by EMID to provide current proof of qualifying income at any time during enrollment in the program.
- e. EMID reserves the right to amend or modify qualification requirements for new or renewing participants at any time. Qualifications will not be altered for existing participants during their two year qualification period.

**Estero Municipal Improvement District
Water/Wastewater Rate Assistance Program (W/WRAP)
Program Guidelines**

f. The incentive program may be terminated by the EMID at any time without notice.

5. Contact Information

All correspondence regarding this program should be addressed to:

Estero Municipal Improvement District
Water/Wastewater Rate Assistance Program
610 Foster City Boulevard
Foster City, CA 94404
utility@fostercity.org
(650) 286-3260



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Jean Savaree, City Attorney
Jennifer Phan, Principal Management Analyst

SUBJECT: REQUEST TO CONSIDER DISCUSSION ON A BEEKEEPING
ORDINANCE

RECOMMENDATION

It is recommended that the City Council provide direction, by Minute Order, on whether or not to consider adoption of a beekeeping ordinance.

EXECUTIVE SUMMARY

Councilmember Sam Hindi has made a request that the City Council consider whether or not to adopt a beekeeping ordinance. City staff now requests direction on whether or not this item should be placed on an upcoming agenda.

BACKGROUND/ANALYSIS

Currently Foster City Municipal Code Section 6.04.320, Keeping of other animals prohibited, makes it unlawful to keep bees within the City (Attachment 1). Below is a chart showing how other cities in San Mateo County regulate beekeeping.

| City | Ordinance | Honeybee Hive Limit | Distance Requirement | Other |
|---------------------|-----------|---|--|--|
| Atherton | No | None | None | None |
| Belmont | No | None | None | None |
| Brisbane | No | None | None | None |
| Burlingame | No | None | None | None |
| Colma | No | None | None | None |
| Daly City | No | None | None | None |
| East Palo Alto | No | None | None | None |
| Half Moon Bay | No | None | None | None |
| Hillsborough | Yes | 3 hives total within the town; no more than 3 hives on any one property | 50' from any street, dwelling, or place of public assemblage | None |
| Menlo Park | No | None | None | None |
| Millbrae | No | None | None | None |
| Pacifica | No | None | None | None |
| Portola Valley | No | None | None | None |
| Redwood City | Yes | <3,000 sf, 2 hives >3,000 sf, no limit | 25' from adjacent houses | Must maintain water supply |
| San Bruno | No | None | None | None |
| San Carlos | Yes | >10,000 sf, 1 hive >20,000 sf, 2 hives | None | Administrative Policy Permit required |
| San Mateo County | No | None | None | None |
| San Mateo | No | None | None | None |
| South San Francisco | No | None | None | None |
| Woodside | Yes | None | None | Only permitted in certain open space, residential, and commercial zoning districts |

Compared to other jurisdictions, Foster City is the only one within San Mateo County that bans beekeeping. This is the most restrictive approach. The majority of jurisdictions do not have any local regulations for beekeeping, but rely on state nuisance law if a neighbor has a complaint. The few others have minor or moderate restrictions based largely on hive limits or distance requirements.

Also attached for City Council's information is a memorandum from Nickie Irvine (San Mateo County Bee Legal Coordinator for Foster City Bee Legal), Raymond Larios (San Mateo County Bee Legal Member), and Bonnie and Joe O'Brien (Foster City residents)

pertaining this request for an ordinance that reduces barriers to beekeeping by promoting an ordinance based on nuisance-mitigation for beekeeping in Foster City (Attachment 2).

Next Steps

With Councilmember Hindi's request for adoption of a beekeeping ordinance, if the City Council directs that this item be placed on an upcoming agenda, a staff report with a full analysis on how to pursue such an ordinance will then be prepared.

FISCAL IMPACT

There is no direct financial impact associated with this item, aside from staff time associated with research and development of proposed ordinance amendment and staff report for City Council consideration, which is estimated to require approximately 8 hours of staff time. This estimate does not include public outreach. Based on City Council's direction, if approved, additional staff time may be required dependent on the extent of public outreach desired.

Since such an ordinance would be a component of animal control and this is a function within the City Manager's Department, it should be noted that staff cannot undertake this effort until staffing is at full capacity in the City Manager's Office; which is not anticipated until the end of 2021.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is not directly related or listed under a specific Value/Priority Area, but seeks to support and promote a sustainable environment for local food production, out of concern for declining bee pollinator populations who play a critical role for agricultural production in urban, suburban, and rural areas.

Attachment:

- Attachment 1 - Foster City Municipal Code Section 6.04.320
- Attachment 2 - Memorandum for San Mateo County Bee Legal and Foster City Residents (dated May 5, 2021)

6.04.320 Keeping of other animals prohibited.

It is unlawful to keep any of the following:

- A. Any fowl, reptile or animal which normally lives in a wild habitat and is a curiosity to the local community, whether wild or domesticated at the time of its keeping;
- B. Domestic fowl; or
- C. Bees.

(Ord. 521 § 1 (part), 2005)

To: Peter Pirnejad, Foster City/District Manager (manager@fostercity.org)

Cc: Jennifer Phan, Foster City/ Principal Management Analyst (

From: Foster City Bee Legal – Nickie Irvine (San Mateo County Bee Legal Coordinator), Raymond Larios (SMC Bee Legal Member), Bonnie and Joe O’Brien (Foster City residents)

Date: May 5, 2021

Subject: Beekeeping Policy History in San Mateo County/ Foster City and Proposals for Using Nuisance and Mitigation to Regulate Beekeeping in Foster City

Recommendation

Reduce barriers to beekeeping by promoting an ordinance based on nuisance-mitigation for beekeeping in Foster City.

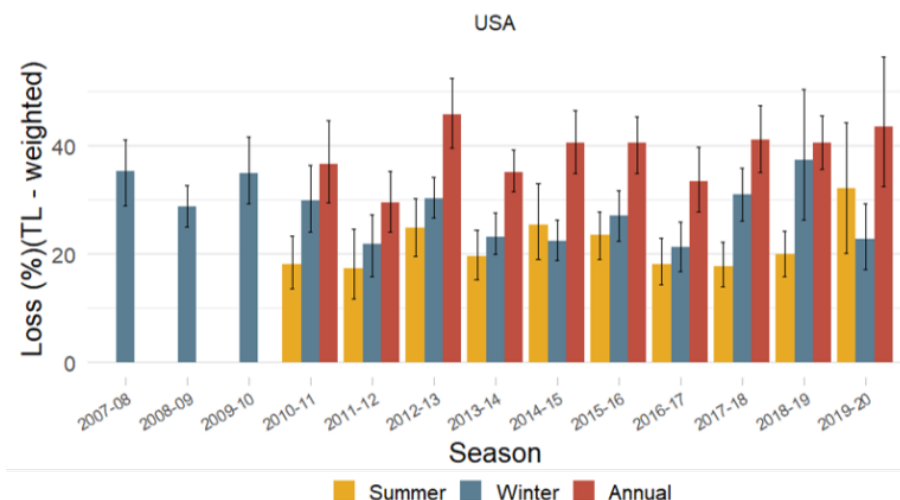
Background to Beekeeping in San Mateo County

Bees play a critical role in our environment and for agricultural production in urban, suburban, and rural areas. Honey bees pollinate more than 100 fruit and vegetable crops and also produce honey, beeswax, propolis, and other useful substances. To support and promote local food production, and out of concern for declining pollinator populations, the Bay Area has seen an increase in backyard beekeeping.

Pollinator declines, including high rates of annual losses in honey bee populations, are well documented and widely recognized by the public since colony collapse disorder hit the news nearly 15 years ago. The Bee Informed Partnership (BIP) has conducted an annual survey since 2007, which documents that honey bee colony losses have fluctuated at unacceptably high levels of 30-45%. Furthermore, summer losses are unexpectedly high, and last year exceeded the more normal pattern of winter losses. The graph is considered “a barometer of honey bee health in the United States” and includes 1 in 10 honey bee colonies in its results ([BIP Loss & Management Survey webpage](#)). The annual hive census conducted from 2012 to 2018 by the Beekeepers’ Guild of San Mateo County shows a similar pattern locally in our county.

Honey Bee Colony Annual Losses 2007-2020

From Bee Informed Partnership based on their Annual National Loss and Management Survey



The [Beekeepers' Guild of San Mateo County](#) is a nonprofit organization founded in 1979 that educates beekeepers and the public. Its membership ranges from people just learning about bees to master beekeepers with many years of experience. The Bee Guild membership has grown to 385 in 2021 as concerns about pollinator losses have become widely known by the public. The Bee Guild, along with other beekeeping associations in Bay Area counties, educate beekeepers at all levels and learn from and coordinate with bee researchers nationwide. They have a long track record of positive interactions with the public providing outreach and education at the County Fair, in schools and libraries, and at their free meetings. Their website lists contacts for trained beekeepers who can [collect reproductive swarms](#) each spring before they establish a colony, and a [hive removal list](#) for beekeepers who can extract bees, and comb with brood, honey and pollen from structures if they do set up home. Finally, they encourage San Mateo County beekeepers to register their hives with the State's [BeeWhere](#) program, as required by state law, so that County Agricultural Commissioners can help maintain the health of local bee populations.

Background to Beekeeping in Foster City

Foster City is the only city in San Mateo County to ban beekeeping. Code 6.04.320 ("Keeping of other animals prohibited" under Title 6 Animal Control), prohibits the keeping of bees. Although listed under Ord. 521 §1, 2005, Assistant City Manager Steve Toler reported to *The Daily Journal* in 2013 ([Beekeepers abuzz over rules](#)) that this ban has been in place in residential areas since Foster City was founded in 1971, and was amended in 1975 to apply to all parts of the city. The Animal Control Program is under the jurisdiction of the county environmental services agency (see Appendix 1: Foster City Animal Control Municipal Code for Bees).

Banning beekeeping does not eliminate honey bees from the environment in Foster City – the species *Apis mellifera* is naturalized throughout the United States and live in tree cavities, openings in houses and other enclosed spaces they find. Feral honey bees swarm to reproduce their colonies each year, as the old queen looks for a new home and new queens are raised.

This policy also undermines the benefits of beekeeping for the population of Foster City as a whole. Communal benefits include pollination that increases fruit and vegetable production as

well as wild ecosystem services, [free swarm removal](#) to reduce the nuisance of feral swarms, local honey that many people use for pollen allergies, and other hive products, such as beeswax. Legal beekeepers also provide educational opportunities to their neighbors.

Many people in Foster City also recognize the importance of pollinators; before the pandemic 184 residents signed a 2019-20 petition to use a nuisance-mitigation regulatory approach to beekeeping. The broader public also supports improved policies to beekeeping with 1325 signatures collected in San Mateo County (see Appendix 2: Petition).

History of Beekeeping Regulation in Bay Area Counties, San Mateo County, and Foster City

Many Bay Area jurisdictions have never enacted specific beekeeping regulations and use public nuisance law as a backup for neighbor complaints.

County Supervisor Don Horsley wrote in support of a policy changing the City of San Mateo's code in 2017, "The County of San Mateo promotes beekeeping in our approach to regulation of this activity.... We use nuisance laws as the regulatory framework for addressing complaints. This approach has proven effective in the county. ... Given ongoing threats to pollination that put at risk the services bees provide to our communities, I would like to see the entire county employ a similarly bee-friendly policy and would welcome the City of San Mateo's leadership to pave the way for a uniform policy throughout the county." (Sept 6, 2017, Appendix 3)

Traditionally 14 of 21 jurisdictions in San Mateo County (67%) (including all of the county lands represented by Don Horsley) either did not mention bees or declared that honey bees were not considered dangerous exotic animals. These range from the most populous cities to agricultural, rural, and wildlands in county lands. Likewise, San Francisco has only used a nuisance-based approach, as does most of Marin County, and large swaths of Alameda County. Public nuisance law is the underlying regulatory framework.

San Francisco codes simply state that honey bees are not considered a wild and potentially dangerous animal or a public health nuisance because they are bees. The health department has designated expert beekeepers on call to advise about neighbor complaints to determine if there is a nuisance and to recommend any changes to bee management. State nuisance law is always a backup option for neighbors.

Marin uses nuisance in 84% of jurisdictions in the County, from small hamlets to the largest city in the county – San Rafael. Most never had regulations. In June 2014 San Rafael rescinded their expensive permitting requirement and now call on expert beekeepers for mitigation services to evaluate rare neighbor complaints.

San Mateo County Bee Legal Program

In 2013 members of the Beekeepers' Guild of San Mateo County started the Bee Legal program to change onerous regulations in the remaining seven jurisdictions. The San Mateo County Bee Legal efforts were first reported in *The Daily Journal* on June 25, 2013 by Bill Silverfarb ([Beekeepers abuzz over rules](#), mentioned above). Mr. Silverfarb interviewed Foster City staff,

the mayor and other city councilors in his reporting in order to understand the history of the surprising ban on beekeeping in Foster City, and to encourage change in an [Editorial: Beekeeping should be encouraged](#).

The San Mateo County Bee Legal program spent over a year evaluating which regulatory approaches were most effective and surveying local governments about the level of beekeeping complaints. They discussed options with cities, especially with Code Enforcement, with experienced beekeepers, and by reviewing the range of approaches used across the country.

The San Mateo County Bee Legal group found that well-intentioned restrictions on beekeeping using lot size, setbacks, hive limits, permits, and other mechanisms often resulted in worse outcomes for bees. Beekeepers were not able to properly site and manage their bees for survival and for neighbor comfort as they can with nuisance. Beekeepers were often forced to move colonies even though no nuisance was defined. Nuisance-mitigation regulation is more flexible as it directly addresses neighbor concerns, unlike restrictions.

They learned about the effectiveness of using mitigation to evaluate nuisance from the California State Apiarist who provided evaluation services to Elk Grove, California, and from the Head of Code Enforcement in Elk Grove (who teaches code enforcement in the local college). Other code enforcement officers have subsequently verified the advantages of this approach. The Alameda County Sheriff's Department is currently promoting using the same regulation wording that we propose below to change their regulations.

The San Mateo County Bee Legal surveyed complaints in San Mateo County and found that there were few-to-no complaints in the 21 county jurisdictions over 5-10 years. Cities with restrictions received more complaints when neighbors noticed hives, even though the bees had not created any tangible problems. Code Enforcement was forced to respond to more fear-based inquiries in cities with restrictions than they did in jurisdictions using nuisance. Additionally, hives often had to be moved out of town, at great cost to the beekeeper, even if no bother to the neighbors was documented.

Mitigating complaints involves evaluating whether there is a persistent nuisance and finding solutions to reduce or eliminate the neighbor's concern. This service has been provided to Bay Area jurisdictions by expert beekeepers known to local government, or more formally by beekeeping organizations. San Francisco, San Jose, and some Marin County jurisdictions use an informal approach to call a well-respected beekeeper they have identified. The San Mateo County Bee Legal program started a Beekeeping Site Evaluator Program in 2015 to help mitigate complaints. They offer services for free to cities that use a nuisance policy. They will send a trained beekeeper to evaluate if there is a nuisance and then provide recommendations for rectifying the issue. The San Mateo Guild's Site Evaluators have had only 4 calls since 2015, and they have successfully resolved all of these complaints. They also have contact with the Peninsula Conflict Resolution Center in case their services are ever needed. All of these mitigation services reduce the workload for Code Enforcement while helping neighbors to come to an agreement or help to educate neighbors if there is no nuisance.

To date, the Bee Legal has worked successfully with four of the seven cities using restrictions to change their regulations. Three of these adopted a nuisance-mitigation approach (San Mateo City, Burlingame, and Pacifica) and one imposed minor restrictions and a nuisance clause (Redwood City). Two eliminated their effective bans (Pacifica and Redwood City). As a result 81% of San Mateo jurisdictions now use a nuisance approach, which has worked effectively to date.

Two cities in our county now use a ban or an effective ban and one use minor restrictions. Foster City is the most restrictive with a ban on beekeeping, San Carlos has an effective ban, Hillsborough has restrictions based largely on hive limits.

The following maps show beekeeping regulations in 2014 before we started our campaigns and in 2020 after these changes.

Map of San Mateo County Beekeeping Regulations: 2014 and 2020

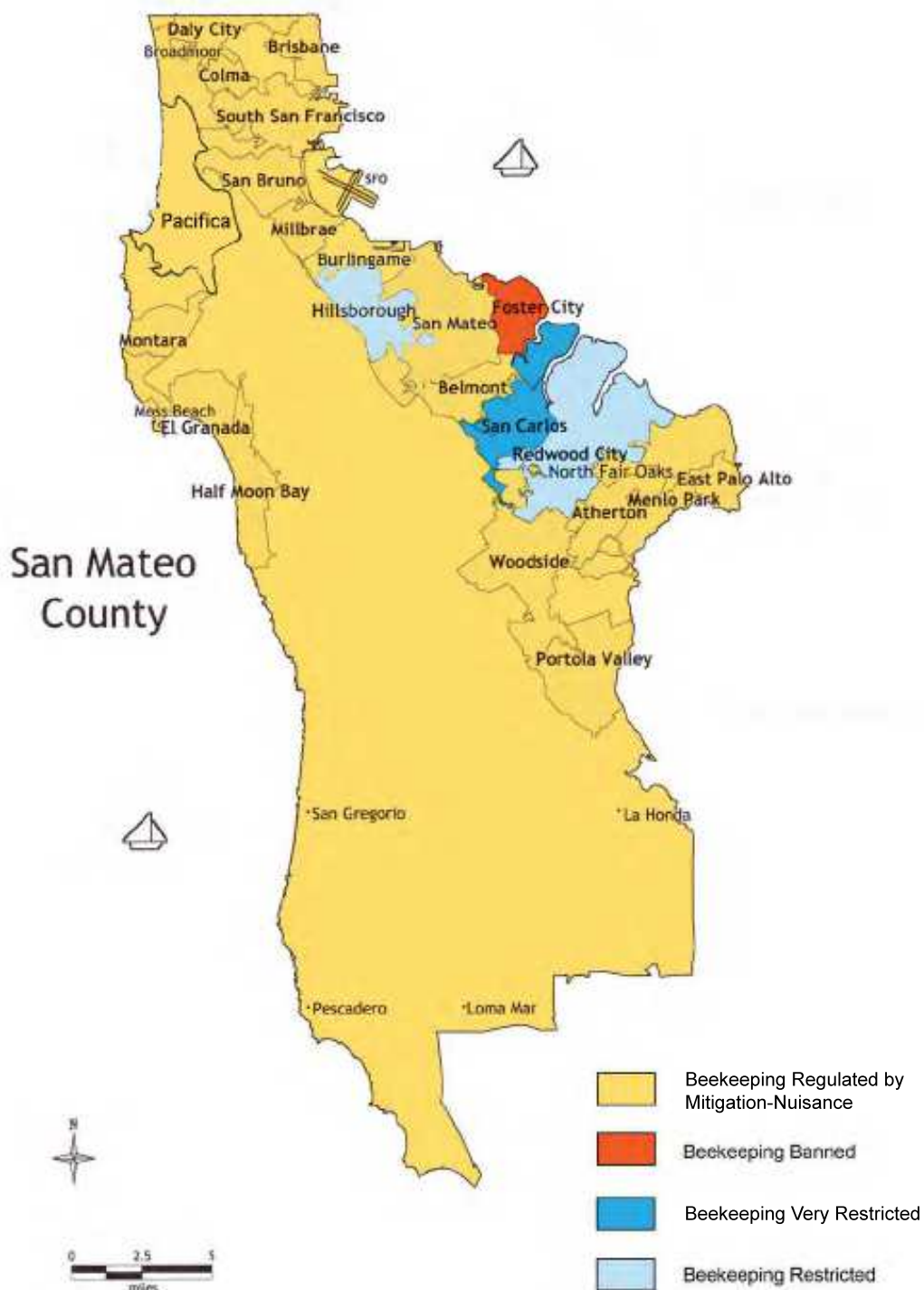
2014 Map of San Mateo County Beekeeping Regulations with 14 of 21 jurisdictions using public nuisance and mitigation, and seven with various levels of restriction (including three with effective bans and one formally banning beekeeping).

Note: This is the 2014 map with seven restrictive cities including Redwood City as Very Restricted



2020 Map of San Mateo County Beekeeping Regulations with 17 of 21 jurisdictions using nuisance and mitigation, two with minor or moderate restrictions, one with an effective ban, and one formally banning beekeeping.

2020 Map



Advantages to a Nuisance-Mitigation Based Approach

Beekeepers are better able to use well-established practices when their decisions are not restricted by non-scientific regulations. They learn through active beekeeper associations to manage bees for health and survival. Without oppressive restrictions, they feel more

comfortable letting others know about their beekeeping activities, which helps to educate the larger community about the importance of pollinators to our food supply and habitats. In the rare cases when a complaint occurs, site evaluations provide guidance to improve management and avoid nuisance.

Recommendation for Beekeeping Regulation in Foster City

The Bee Legal recommends reducing barriers to beekeeping in Foster City by rescinding the current ban on beekeeping. We propose that nuisance be the basis in Foster City's code for regulating beekeeping. This approach works well when coupled with the evaluation services of expert beekeepers who can (1) assess whether the subject of a complaint is creating a nuisance, and (2) recommend appropriate remedies.

This approach is used widely in the Bay Area and has proved both very effective and supportive of good bee management. Good for bees, good for neighbors, and good for beekeepers.

A. *Proposed Wording for Foster City Code of Ordinances*

We suggest that the following wording be incorporated into the Foster City Code of Ordinances. The Conditions are based on the San Mateo City Code adopted in 2017 and the Nuisance clause derives from the Redwood City beekeeping nuisance regulation from 2016. (See Appendix 4: Four Recent Beekeeping Nuisance Approaches in San Mateo County.)

Keeping of Bees

Definitions

Apiaries: The location where bees are kept in hive(s).

Bees: Honey bees of the genus *Apis mellifera*

Flyway: The flight path of bees as they come and go from a hive

Keeping of Bees – Conditions.

A. Adequate Water Source Required

All properties on which beehives are kept must provide for adequate water sources on the property at all times of year and must ensure that they do not become a mosquito-breeding site. Adequate sources are those that provide both an amount of water necessary for the number of bees or beehives and a method for the bees to safely access the water.

B. Flyway Control Required.

Beekeepers shall manage the direction and angle of the bee flyway from the entrance of the hive by properly siting and orienting the hives, and by using flyway barriers as needed to modify the departure angle, such that bees reach a height of eight or more feet above the ground.

Nuisance When.

A public nuisance shall be declared when bees are not kept in accordance with this article. Public nuisances are subject to code enforcement and potential remedies to correct the violation as provided for in this Code.

The two conditions outlined for the Keeping of Bees (providing a water source and flyway control) constitute by far the most common nuisance complaints that beekeepers encounter.

Finally, we suggest that the Redwood City beekeeping nuisance clause is appropriate, because it would reduce complaints based solely on neighbors who do not get along, where bees are an excuse for fighting and not the real reason for a complaint. When the City Attorney of Burlingame recommended rescinding their beekeeping regulations and simply allow state nuisance to apply, it was to avoid this kind of situation, which their Code Enforcement had experienced. In this case, the San Mateo Beekeeping Site Evaluator program was able to deal with a Burlingame neighbor dispute without bother to Code Enforcement. See Appendix 5, for her Staff Report, which makes this argument on p. 2.

Mitigation

We recommend that Foster City take advantage of the free services of the San Mateo Beekeeping Site Evaluator Program to evaluate any nuisance complaints that might arise.

Legal beekeepers make a major contribution to their communities by teaching neighbors about bees and pollination, helping to reduce fear of bees, and educating our community about the role bees play in sustaining our food systems. Children especially learn quickly and enjoy spending time around bees. Most people's fear turns to curiosity and joy once they have an opportunity to learn how bee colonies are organized. Therefore, legalizing the work of keeping bees increases general knowledge of our local environment, and helps us to work on other important ways to protect pollinators, including encouraging our neighborhoods to plant pollinator-friendly plants and address the crisis we all face.

We look forward to discussing options for changing the way beekeeping is regulated in Foster City when we meet on May 12.

Appendix 1: Current Foster City Municipal Code for Beekeeping

[Code Link](#)

Title 6 – Animal Control

Chapter 6.04 Animal Control

6.04.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“Animal control program” means that program within the division of animal control services of the environmental services agency of the county, or the county’s designated contract agent or both, which is specifically charged with regulating and enforcing laws dealing with animal control within its jurisdiction.

“Director of environmental services agency” means that person so designated by the governing body of the county of San Mateo.

6.04.320 Keeping of other animals prohibited.

It is unlawful to keep any of the following:

- A. Any fowl, reptile or animal which normally lives in a wild habitat and is a curiosity to the local community, whether wild or domesticated at the time of its keeping;
- B. Domestic fowl; or
- C. Bees.

(Ord. 521 § 1 (part), 2005)

Appendix 2: Petition Results to change Beekeeping Regulations

In 2019-2020 the San Mateo County Bee Legal got widespread support to collect signatures on the following petition as part of a campaign to change local beekeeping regulations. A summary of the numbers of signatures obtained follows. Copies of the petition and signature pages can be shared.

Help Save the Honeybees!

Honeybees face unprecedented crisis, and are important for pollination and the security of our food supply. I support a more bee-friendly policy for the five remaining San Mateo cities that restrict beekeeping. I would like them to follow the example of the rest of San Mateo and San Francisco Counties, which successfully use a nuisance mitigation approach to resolve the occasional complaint. Let's remove the barriers to managing healthy honeybee colonies, which make it hard for beekeepers to improve conditions for bees.

Numbers of signatures:

| | |
|------------------------------------|-----------------|
| San Mateo County residents | 1325 |
| Foster City residents | 184 |
| Other signatures (mainly Bay Area) | 172 |
| | ----- |
| Total | 1497 signatures |

Appendix 3: County Supervisor Don Horsley's Email of Support to City of San Mateo

From: Don Horsley

To: [Christine Ferry](#)

Cc: [David Lim](#); [Joe Goethals](#); [Rick Bonilla](#); [Maureen Freschet](#); [Diane Papan](#); [Christine Ferry](#); [Kathy Kleinbaum](#)

Subject: Evaluation of Existing Beekeeping Ordinance Thursday, September 14, 2017

Date: Wednesday, September 06, 2017 10:03:14 AM

September 6, 2017 (via email)

Dear City of San Mateo Sustainability Commissioners

Chair Sherrie Taguchi, Vice Chair Rafael Reyes, Josh Hugg, Adam Lorraine, and Greg St. Clair
SustainabilityCommission@cityofsanmateo.org

San Mateo City Staff

Christine Ferry, Sustainability Program Manager cferry@cityofsanmateo.org

Kathy Kleinbaum, Deputy City Manager kkleinbaum@cityofsanmateo.org

[Cc: San Mateo City Councilors](#)

David Lim, Mayor dlim@cityofsanmateo.org

Joe Goethals, Vice Mayor jgoethals@cityofsanmateo.org

Rick Bonilla rbonilla@cityofsanmateo.org

Maureen Freschet mfreschet@cityofsanmateo.org

Diane Papan dpapan@cityofsanmateo.org

I understand that the Sustainability Commission of the City of San Mateo will evaluate your existing beekeeping ordinance on Thursday September 14, 2017 and recommend changes to the City Council to promote both the health of our pollinators and the co-existence of bees and people in your city. I commend you for considering the reversal of current restrictions, which create many barriers to managing healthy honeybee colonies and make it hard for beekeepers to improve conditions for bees in our community.

I thought that I would share with you the approach that the County takes with bee keeping activities.

The County of San Mateo promotes beekeeping in our approach to regulation of this activity. We do not consider honey-producing bees to be venomous animals under our Animal Control regulations, and we use nuisance law as the regulatory framework for addressing complaints. This approach has proven effective in the county. As far as I know, in my experience we have had almost no complaints – only one neighbor call ever in the County – and it was resolved without citation.

I understand that an additional 13 county jurisdictions – for a total of two-thirds of the county – use a similar nuisance-based approach and also report in some cases no complaints to few complaints, resolved effectively by management changes.

As my friends in the Bee Keeping Guild tell me, encouraging bee keeping results that, in most of the county, there are many benefits that honey bees provide and the valuable services of our trained beekeepers who can tend bees openly, educate about the role of pollinators in their neighborhoods, share how to plant for pollinators to improve pollinator habitat, and experiment to improve bee survival including participating in local, regional, and national research. Honey bees visit backyard gardens within 3-5 miles of their hives and improve pollination of fruit trees, vegetables, and berries to provide high quality, nutritious local food to our community. Gardeners notice improved pollination when bee colonies are well distributed through their neighborhoods. Furthermore, our citizens enjoy the benefits of local, raw honey sold in farmers markets and other locations.

A more bee-friendly policy has become especially critical over the last decade when deep declines in bee populations began to raise concerns worldwide about our food supply. The latest data from 2016 show that hive losses continue to be unsustainable – 44% losses nationally (BIP census) and 43% in our county (Beekeepers' Guild of San Mateo County Annual Hive Census). Bees pollinate 35% of our food supply and are key to the production and quality of most fruits and vegetables.

Given ongoing threats to pollinators that put at risk the services bees provide to our communities, I would like to see the entire county employ a similarly bee-friendly policy. I would welcome the City of San Mateo's leadership to pave the way for a uniform policy throughout the county. I hope that your actions will provide a positive example to the other six cities with restrictive policies.

Thank you for your attention.

Sincerely,
Don Horsley
San Mateo County Supervisor

Appendix 4: Four Recent Beekeeping Nuisance Approaches in San Mateo County

Four nuisance approaches were used in the San Mateo County jurisdictions that changed their beekeeping regulations nuisance since 2016. Three exclusively use nuisance (San Mateo, Burlingame, and Pacifica), and one uses minor restrictions with a beekeeping nuisance regulation (Redwood City).

1. City of San Mateo

Nov 2017: The City Attorney for San Mateo instituted a similar approach to Pacifica, with a specific beekeeping nuisance regulation, but they also detailed a couple of possible nuisance conditions that should be managed.

Chapter 8.28 BEES

8.28.010 Keeping of Bees – Conditions.

8.28.020 Nuisance when.

8.28.010 KEEPING OF BEES - CONDITIONS.

A. Adequate Water Source Required

All properties on which beehives are kept must provide for adequate water sources on the property at all times of year and must ensure that they do not become a mosquito-breeding site. Adequate sources are ones that provide both an amount of fresh water necessary for the amount of bees or beehives and a method for the bees to be able to gain a good footing to obtain the water.

B. Flyway Required.

Beekeepers shall manage the direction and angle of the bee flyway from the entrance of the hive by properly siting and orienting the hives and by using flyway barriers as needed to modify the angle in order to keep the flyway over the beekeeper's property until the bees are flying eight or more feet above the ground

8.28.020 NUISANCE WHEN.

No person shall manage bees under such conditions as to create a source of constant annoyance or discomfort to any person.

2. Burlingame

2018: The city of Burlingame rescinded their beekeeping regulations. The City Attorney and Code Enforcement were very happy with the services of the Beekeeping Site Evaluator Program. They felt that this approach would be best for promoting beekeeping and aligned with the rest of the county.

3. Pacifica

2020: The City of Pacifica had an effective ban on beekeeping and wanted to encourage the services of local beekeepers. They rescinded their highly restrictive regulations, and the City Attorney composed the following public nuisance regulation, which was approved in Aug 2020.

Sec. 5-25.03. - Public nuisance conditions.

(35) All apiaries maintained for the purposes of keeping bees shall be kept in a manner that does not disturb the peace.

4. Redwood City

CHAPTER 21: OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 21.7. - KEEPING OF BEES—DISTANCE FROM DWELLINGS:

A bee hive shall be located a minimum of 25 feet from any dwelling on an adjacent property.

Sec. 21.8. - KEEPING OF BEES—QUANTITIES AND CONDITIONS

All hives shall be provided with an adequate and constant water supply on-site. Parcels of 3,000 square feet or less shall not contain more than two bee hives.

Sec. 21.9. - KEEPING OF BEES - NUISANCE:

A public nuisance shall be declared when bees are not kept in accordance with this article. Public nuisances are subject to code enforcement and potential remedies to correct the violation as provided for in this Code.

Appendix 5: Burlingame City Attorney Kathleen Kane's Staff Report on Rescinding Beekeeping Regulations, Dec 17, 2018

1



AGENDA NO: 9a
MEETING DATE: December 17, 2018

STAFF REPORT

To: Honorable Mayor and City Council
Date: December 17, 2018
From: Kathleen Kane, City Attorney – (650) 558-7204
Subject: Introduction of an Ordinance Deleting
Municipal Code Section 9.08.040 Bees

RECOMMENDATION

Staff recommends that the City Council consider the introduction of an ordinance deleting Section 9.08.040 of the Burlingame Municipal Code to eliminate restrictions on bee keeping in the city. In order to do so, the Council should:

- A. Receive the staff report and ask any questions of staff.
- B. Request that the City Clerk read the title of the proposed ordinance.
- C. By motion, waive further reading and introduce the ordinance.
- D. Conduct a public hearing.
- E. Following the public hearing, discuss the ordinance and determine whether to bring it back for second reading and adoption. If the Council is in favor of the ordinance, direct the City Clerk to publish a summary of the ordinance at least five days before its proposed adoption.

BACKGROUND

Burlingame's current restriction on back yard beekeeping dates from 1941. Under the existing ordinance, it is unlawful to keep more than one hive of bees upon any single lot, within 200 feet of a dwelling house. This provision was passed with a suite of other ordinances designed to regulate animals and to make sure that Burlingame did not acquire an agricultural character in its development. At the time of its passage, there was no known threat to pollinators.

In the decades since, it has become clear that Burlingame has not developed in an agricultural pattern. Additionally, there is a newly recognized threat to pollinator populations in North America.¹ Moreover, information on backyard beekeeping has become much more widely available, including the promulgation of best practices instruction for amateurs through such groups as the Beekeepers' Guild of San Mateo County.² In light of these changed circumstances, a citizens' group approached Council with a request to remove the one-hive limitation in the existing ordinance and to offer

1 See, e.g., Goulson, Dave, Nicholls, Elizabeth, et al., “Bee declines driven by combined stress from parasites, pesticides, and lack of flowers,” *Science* 27 March 2015: Vol 347, Issue 6229.

2 Best practices information includes guidance on hive placement. Honey bees ascend quickly to their flight height which is higher than any human is tall within a few feet of their hive entrance, making the 200 foot setback in the prior ordinance unsupported if the objective is to prevent bees interacting with people nearby.

p. 2

support to local backyard beekeepers in maintaining best practices. Council agreed and directed staff to return with appropriate revisions.

DISCUSSION

In reviewing possible revisions to the Code, it became clear that the most supportable option was to remove the existing one-hive limitation. That limitation is not supported by modern science regarding bee behavior. Substituting subjective standards whereby a violation of the ordinance hinges on the personal feelings of annoyance by another is neither enforceable – given the lack of a clear rule – nor constitutionally sound.

The Beekeepers’ Guild of San Mateo County has offered its assistance in providing education, consultation, and informal dispute resolution assistance for backyard beekeepers in Burlingame. Beekeeping-related complaints are rare. Staff is aware of only one in the last 5.5 years, and it was part of a series of otherwise unrelated complaints between neighbors who have an existing, strained relationship. For that one complaint, however, and despite the difficult circumstances of the overall relationship, the Beekeepers’ Guild was able to offer information to the complainant and guidance to the beekeeper that removed beekeeping as an issue of contention. Staff anticipates continuing with a robust advice and consultation program with the Guild in support of the new ordinance, if it passes. Where necessary, referrals to the Peninsula Conflict Resolution Center for mediation services can also be used. Finally, aggrieved neighbors can still make use of either private nuisance causes of action, if applicable, or violations of any other portion of the Code (such as noise, attraction of vermin, etc.) that may apply to egregious behavior. The proposed ordinance would align the Code with existing understanding of bee behavior and remove barriers to addressing on a micro level the wider crisis in pollinator populations.

The proposed ordinance does not require review under the California Environmental Quality Act because the actual number of additional hives in Burlingame is not anticipated to be significant as a result of this proposed change.

FISCAL IMPACT

There is no impact on the City General Fund.

Exhibit:

Proposed Ordinance



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Priscilla Schaus, Communications Director/City Clerk

SUBJECT: PROCLAMATION REQUEST "HONORING DR. JOAN ROSAS ON HER RETIREMENT AS SUPERINTENDENT OF THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT" (CITY PROCLAMATION)

RECOMMENDATION

It is recommended that the City Council consider approval of the proclamation request for "Honoring Dr. Joan Rosas on Her Retirement as Superintendent of the San Mateo-Foster City School District."

EXECUTIVE SUMMARY

From time to time, the City has presented proclamations recognizing staff and community members on their retirement.

Mayor Sanjay Gehani has requested that all proclamation requests be considered by the City Council in its regular course of business, and all proclamation requests require approval from a majority of the City Council. The proclamation has been drafted as a City Proclamation, which would be presented at the June 21, 2021 City Council meeting if it is approved. There are two types of proclamations, Mayoral Proclamation which would be mailed to the requesting organization or presented at the organization's event and a City Proclamation, which would be agendaized and presented at a future City Council meeting.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the "City Council Operations and Improved Community Engagement" Value/Priority Area.

Attachments:

- Attachment 1 - Draft Proclamation



*Proclamation
of the City of Foster City, California*

**HONORING DR. JOAN ROSAS
ON HER RETIREMENT AS SUPERINTENDENT
OF THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

WHEREAS, **DR. JOAN ROSAS** earned her Doctorate from the University of San Francisco in Organizational Leadership and has dedicated over 30 years to students, parents, and staff in the field of education by serving as an elementary school teacher, middle school teacher, and administrator; and

WHEREAS, in 1993, **JOAN** opened Fiesta Gardens International School in the San Mateo-Foster City School District, and later served in a variety of roles, including Director of Education Services, Assistant Superintendent of Student Services, and Assistant Superintendent of Human Resources for the School District, and as the Associate Superintendent of Student Services at the San Mateo County Office of Education; and

WHEREAS, a unanimous Board of Trustees appointed **JOAN** as Superintendent of the San Mateo-Foster City School District on June 4, 2015; and numerous important projects were accomplished during her 6-year tenure as Superintendent; driven by her dedication to student achievement and comprehensive policies; and

WHEREAS, **JOAN** received the Latino Community Education Award, was named Pupil Personnel Administrator of the Year by the Association of California School Administrators, and was awarded the 17th District Parent-Teacher Association Honorary Service Award; and

WHEREAS, **JOAN** is known for her extensive experience in education, and integrity and attentiveness in supporting the implementation of policies pertaining to effective curriculum, student services, fiscal operations, the modernization of facilities, the development of programs, and her support of the implementation of Distance Learning, Hybrid Learning and In-Person Learning during the COVID-19 Pandemic; and,

WHEREAS, **JOAN** holds the highest respect from her colleagues at the San Mateo-Foster City School District, current Councilmembers, former Councilmembers, staff, and the community, and we wish to extend to **JOAN** our sincerest appreciation for her outstanding performance of duty.

NOW, THEREFORE, I, SANJAY GEHANI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do hereby honor **DR. JOAN ROSAS** on her exemplary service and commitment to the City of Foster City and offer sincere appreciation for her many years of service at the San Mateo-Foster City School District and 6 years as Superintendent.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Foster City to be affixed this 21st day of June, two thousand and twenty-one, A.D.

MAYOR SAJAY GEHANI



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Assistant City Manager/Acting Parks & Recreation/Public Works Director

SUBJECT: RESIGNATION OF DEBRA OWDOM FROM PARKS AND RECREATION CITIZENS ADVISORY COMMITTEE

RECOMMENDATION

This item is for informational purposes only. No further action is required by the City Council.

EXECUTIVE SUMMARY

Ms. Deborah Owdom resigned from the Foster City Parks and Recreation Citizen's Advisory Committee in April 2021 for a term due to expire on December 31, 2022. This report is submitted at the request of Vice Mayor Richa Awasthi for review at a regularly scheduled City Council meeting.

BACKGROUND

On Sunday, April 11, 2021, Debra Owdom submitted an email resigning from her position on the Foster City Parks and Recreation Citizens Advisory Committee, citing a conflicting work schedule and uncomfortable political environment. Ms. Owdom's email is attached to this staff report for reference (Attachment 1). Upon the request of Mayor Gehani, Chairperson Duncan also surveyed the other commissioners to determine if other members had similar concerns about an uncomfortable political environment.

A press release was issued on April 28, 2021, advertising the recruitment to fill the vacancy for a partial term through December 31, 2022. Applications for the vacancy are

due by 5:00 PM on Thursday, June 3, 2021. Applicants will be interviewed by the City Council at its Regular Meeting on June 21, 2021 at 6:30 PM.

FISCAL IMPACT

There is no fiscal impact to receiving this informational report.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the City Council's Value/Priority "City Council Operations and Improved Community Engagement" in that the City Council strives to operate the highest level of civil discourse, to encourage resident engagement and in an effort for full transparency.

Attachment:

- Attachment 1 - Debra Owdom's Resignation Email
- Attachment 2 - Chair Doris Duncan's Email

From: [DEBRA OWDOM](#)
To: [Dante Hall](#); [Sanjay Gehani](#); [Doris Duncan](#)
Subject: My resignation from Foster City Parks & Recreation Citizens Advisory Committee
Date: Sunday, April 11, 2021 9:58:44 PM

To Assistant City Manager Hall, Mayor Gahani and Chairwoman Duncan,
This email serves as my resignation from the Foster City Parks & Recreation Citizens Advisory Committee. My current employment does not permit it me to participate in activities that are not work related, during work hours of 8:30 am to 5:15 pm. I cannot participate in committee or sub committee meetings during weekday, work day hours. I find that the culture of the committee to be very political with some members playing politics to push personal agendas. I never imagined that serving on a Citizens Advisory Committee was this way and I am not comfortable with this environment. I wanted to serve because I have something to contribute; without any political agenda.
I wish the committee great success.
Respectfully,

Deborah L. Owdom

From: [Doris Duncan](#)
To: [Sanjay Gehani](#)
Subject: Parks and Recreation Citizens Advisory Committee (PRC): Resignation of Deborah Owdom on April 11, 2021
Date: Saturday, May 29, 2021 11:50:06 AM

May 29, 2021

Dear Mayor Gehani,

As you suggested, I reached out to all members of the Parks and Recreation Committee to find out if they had concerns as did Deborah Owdom about the culture of the committee or about any members being very political and pushing their personal agendas.

I am pleased to report that no one seemed especially concerned about the committee culture or other members being political and promoting personal agendas. Consensus was that individual behaviors may vary but there is no reason to be overly concerned. A few members commented about how nice it will be when the committee can safely meet in person instead of on Zoom.

I think we have several well-qualified people on the PRC who are engaged and eager to work on behalf of the community to help make Foster City an even better place to live, work, and play.

Feel free to contact me if you have any further questions or concerns regarding this matter.

Best regards,

Doris Duncan
2021 Chair for PRC



DATE: June 7, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Peter Pirnejad, City/District Manager

FROM: Edmund Suen, Finance Director
Mimi Lam, Financial Services Manager

SUBJECT: PUBLIC HEARING ON MASTER FEES AND SERVICE CHARGES FOR
FY 2021-2022

RECOMMENDATION

It is recommended that the City Council/EMID Board of Directors hold a public hearing on the proposed changes to the Master Fees and Service Charges Schedule. After considering the staff report and public testimony, it is further recommended that the City Council/EMID Board adopt the attached resolutions amending the Master Fees and Service Charges Schedule for Fiscal Year 2021-2022, effective July 1, 2021 with the exception of development fees which can take effect 60 days after adoption.

EXECUTIVE SUMMARY

At the May 10, 2021 Budget Study Session, the City Council/EMID Board reviewed and directed City staff to update the Master Fee and Service Charges Schedule ("Schedule") as shown in Attachment 3. The updated Schedule includes fees and charges adjustments recommended by the Community Development and the Parks and Recreation division of the Public Works Department and the addition of a bank wire fee, each of which was presented at the May 10 Budget Study Session. In addition, a 2.0% general increase in fees and services were also included in the Schedule based on the year-over-year increase of the cost of providing City/District services.

It is appropriate at this time to hold a public hearing on these proposed changes and,

subject to public testimony and other direction provided by the City Council/EMID Board, approve the revised Master Fees and Service Charges for Schedule for FY 2021-2022.

BACKGROUND

The City/District contracted with Management Services Institute (MSI) in 1987 to conduct a comprehensive review and analysis of the City/District costs for providing services to the public. MSI analyzed the City's operations for alternate and more equitable ways to finance the City's services through a comprehensive continuing cost control system. Upon completion of the project in February 1988, a Master Fees and Service Charges Schedule was adopted by the City Council in December 1989. In FY 2004-2005, staff completed a comprehensive internal review and update of the Schedule as most of the fees and charges had not been updated in several years. Since that time, the City Council/EMID Board has approved annual increases of 3% in FY 2005-2006 through FY 2016-2017 (4% in FY 2007-2008) in most fees to account for annual cost escalations. In September 2016, the City/District contracted with Capital Accounting Partners to conduct a user fee study (along with a cost allocation plan). A user fee study provides a defensible methodology for calculating fees for service and determining the full cost recovery potential of individually based services. The project was completed in April 2017 and a revised Master Fee and Services Schedule was adopted by the City Council/EMID Board for FY 2017-2018. General increases of 3.5%, 2.0%, and 2.0% were made in FY 2018-2019, FY 2019-2020, and FY 2020-2021 respectively based on the higher cost of providing services. Increases in water and wastewater rates (presented this evening in a separate report) are based on analysis performed by the District's rate consultant, Bartle Wells Associates.

ANALYSIS

It is recommended that the City Council/EMID Board hold a public hearing prior to approving adjustments to the fees and charges in the Schedule. Specific recommendations on various fees and charges are provided in Attachment 4 as previously presented in a staff report to the City Council/EMID Board at the May 10, 2021 Budget Study Session. Specifically, the Community Development Department is proposing a new processing fee for construction permits and new flat rate fees for the Building Division to more appropriately recover costs for materials and staff time associated with specific projects. The Parks and Recreation Division is proposing fee amendments for the use of the City's sports field and the Leo J. Ryan Park amphitheater and rental fees for two new rental sites at Leo J. Ryan Park. A new outgoing wire fee of \$60 per wire is recommended in Miscellaneous section of the Schedule.

Also on tonight's agenda is a separate public hearing regarding water rates that are

shown in the Proposition 218 mailing that was authorized by the EMID Board on March 29, 2021.

FISCAL IMPACT

The adoption of an updated Master Fees and Service Charges Schedule provides for the cost recovery of various individually based services.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with City Council's Vision Statement for a Sustainable Foster City under the economic sustainability framework.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - Exhibit A - City of Foster City/Estero Municipal Improvement District Master Fee and Services Charges Schedule for FY 2021-2022
- Attachment 4 - May 10, 2021 Staff Report regarding Master Fees and Services Charges Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AMENDING THE MASTER FEES AND SERVICE CHARGES SCHEDULE FOR FY 2021-2022

FOSTER CITY

WHEREAS, the City Council adopted a Master Fees and Service Charges Schedule; and

WHEREAS, adjusting the Master Fees and Service Charges will provide an updated reflection on the cost of providing services to all customers; and

WHEREAS, a Notice of Public Hearing has been published and posted and said public hearing was held on June 7, 2021; and

WHEREAS, the City Council finds that the proposed fees reflect the cost recovery of providing services.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Foster City that:

1. The attached Master Fees and Services Charges Schedule (Exhibit A) shall become effective on July 1, 2021 with the exception of development fees, which shall take effect 60 days following tonight's adoption; and
1. The City Council finds that adjustments in Master Fees and Service Charges are necessary to reflect the cost recovery of providing services.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the Regular Meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL
IMPROVEMENT DISTRICT AMENDING THE MASTER FEES AND SERVICE
CHARGES SCHEDULE FOR FY 2021-2022

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the Estero Municipal Improvement District adopted a Master Fees and Service Charges Schedule; and

WHEREAS, adjusting the Master Fees and Service Charges will provide an updated reflection on the cost of providing services to all customers; and

WHEREAS, a Notice of Public Hearing has been published and posted and said public hearing was held on June 7, 2021; and

WHEREAS, the Board of Directors finds that the proposed fees reflect the cost recovery of providing services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Estero Municipal Improvement District that:

1. The attached Master Fees and Services Charges Schedule (Exhibit A) shall become effective on July 1, 2021 with the exception of development fees, which shall take effect 60 days following tonight's adoption; and
1. The Board of Directors of the Estero Municipal Improvement District finds that adjustments in Master Fees and Service Charges are necessary to reflect the cost recovery of providing services.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the Regular Meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, PRESIDENT

ATTEST:

PRISCILLA SCHAUS, DISTRICT SECRETARY

City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|---|--|------------------------|
| | Community Development | | | |
| CDB-01 | Building Permit Fees (Based on valuation) | | | |
| | A) \$1 to 500 | \$48.25 | \$49.20 | 2.00% |
| | B) \$501 to 2,000 | \$48.25 for the first \$500, + \$6.10 for each additional \$100 or fraction thereof, to and including \$2,000 | \$49.20 for the first \$500, + \$6.20 for each additional \$100 or fraction thereof, to and including \$2,000 | 2.00% |
| | C) \$2,001 to 25,000 | \$143.85 for the first \$2,000, + \$29.05 for each additional \$1,000 or fraction thereof, to and including \$25,000 | \$146.70 for the first \$2,000, + \$29.60 for each additional \$1,000 or fraction thereof, to and including \$25,000 | 2.00% |
| | D) \$25,001 to 50,000 | \$814.70 for the first \$25,000, + \$20.20 for each additional \$1,000 or fraction thereof, to and including \$50,000 | \$831.00 for the first \$25,000, + \$20.60 for each additional \$1,000 or fraction thereof, to and including \$50,000 | 2.00% |
| | E) \$50,001 to 100,000 | \$1,323.20 for the first \$50,000, + \$14.35 for each additional \$1,000 or fraction thereof, to and including \$100,000 | \$1,349.65 for the first \$50,000, + \$14.65 for each additional \$1,000 or fraction thereof, to and including \$100,000 | 2.00% |
| | F) \$100,001 to 500,000 | \$2,055.50 for the first \$100,000, + \$11.25 for each additional \$1,000 or fraction thereof, to and including \$500,000 | \$2,096.60 for the first \$100,000, + \$11.50 for each additional \$1,000 or fraction thereof, to and including \$500,000 | 2.00% |
| | G) \$500,001 to 1,000,000 | \$6,659.35 for the first \$500,000, + \$9.70 for each additional \$1,000 or fraction thereof, to and including \$1,000,000 | \$6,792.54 for the first \$500,000, + \$9.90 for each additional \$1,000 or fraction thereof, to and including \$1,000,000 | 2.00% |
| | H) \$1,000,000 and up | \$11,583.10 for the first \$1,000,000, + \$5.70 for each additional \$1,000 or fraction thereof | \$11,814.75 for the first \$1,000,000, + \$5.90 for each additional \$1,000 or fraction thereof | 2.00% |
| | I) Solar (Photovoltaic) Panels | Exempt from Building Permit Fees. | Exempt from Building Permit Fees. | N/A |
| | J) General Plan and Title 15 Building and Title 17 Zoning Ordinance Maintenance Fees | | | |
| | 1) \$1 to \$500 | 5% of the application value | 5% of the application value | N/A |
| | 2) \$501 to \$25,000 | \$29.60 + 0.25% of the application value above \$500 | \$30.20 + 0.25% of the application value above \$500 | 2.00% |
| | 3) \$25,001 and up | \$102.80 + 0.10% of the application value above \$25,000 | \$104.85 + 0.10% of the application value above \$25,000 | 2.00% |
| | K) Kitchen Remodel Flat Rate | N/A | \$367 | New |
| | L) Single Bathroom Remodel Flat Rate | N/A | \$294 | New |
| CDB-02 | Plumbing Permit Fees | | | |
| | Per Unit Fee Schedule (Plumbing) | | | |
| | 1. For each trap | \$24.85 | \$25.35 | 2.00% |
| | 2. For each building sewer system | \$53.50 | \$54.55 | 2.00% |
| | 3. For each building water system | \$24.85 | \$25.35 | 2.00% |
| | 4. For each rainwater system per drain | \$24.85 | \$25.35 | 2.00% |
| | 5. For each water heater or vent | \$24.85 | \$25.35 | 2.00% |
| | 6. For each gas piping system (1-5 outlets) | \$3.90 | \$4.00 | 2.00% |
| | 7. For each gas outlet over 5 (per outlet) | \$3.90 | \$4.00 | 2.00% |
| | 8. For each interceptor or grease trap | \$24.85 | \$25.35 | 2.00% |
| | 9. For each repair to a water system | \$24.85 | \$25.35 | 2.00% |
| | 10. For each repair to a drain/vent | \$24.85 | \$25.35 | 2.00% |
| | 11. For each check/backflow (2" or smaller) | \$24.85 | \$25.35 | 2.00% |
| | 12. For each check/backflow (over 2") | \$53.50 | \$54.55 | 2.00% |
| | 13. For each vacuum breaker (1-5) | \$17.40 | \$17.75 | 2.00% |
| | 14. For each vacuum breaker over 5 | \$3.90 | \$4.00 | 2.00% |
| | 15. For fire sprinkler systems | \$13.80 | \$14.10 | 2.00% |
| | 16. For medical gas piping system | \$179.50 | \$183.10 | 2.00% |
| | 17. For each medical gas outlet | \$17.40 | \$17.75 | 2.00% |
| | 18. For graywater system | \$142.50 | \$145.35 | 2.00% |
| | 19. For Plumbing per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof | \$11.05 per each \$1,000 in valuation or fraction thereof | 2.00% |
| | 20. Permit Issuance Fee | \$84.35 | \$86.05 | 2.00% |
| | 21. Supplemental Permit Issuance Fee (per application) | \$84.35 | \$86.05 | 2.00% |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|---|--|--|------------------------|
| CDB-03 | Mechanical Permit Fees | | | |
| | Per Unit Fee Schedule (Mechanical) | | | |
| | 1. For each furnace/heat pump to 100,000 BTU | \$52.90 | \$53.95 | 2.00% |
| | 2. For each furnace/heat pump over 100,000 BTU | \$64.85 | \$66.15 | 2.00% |
| | 3. For each floor furnace | \$52.90 | \$53.95 | 2.00% |
| | 4. For each suspended or wall furnace | \$52.90 | \$53.95 | 2.00% |
| | 5. For each appliance vent | \$25.45 | \$25.95 | 2.00% |
| | 6. For repair to a heating or cooling appliance. | \$48.05 | \$49.00 | 2.00% |
| | 7. For each boiler/comp. to 100,000 BTU (3hp) | \$52.25 | \$53.30 | 2.00% |
| | 8. For each boiler/comp. over 100,000 BTU (15hp) | \$97.35 | \$99.30 | 2.00% |
| | 9. For each boiler/comp. over 500,000 BTU (30hp) | \$132.70 | \$135.35 | 2.00% |
| | 10. For each boiler/comp. over 1,000,000 BTU (50hp) | \$199.20 | \$203.20 | 2.00% |
| | 11. For each boiler/comp. over 1,750,000 BTU (over 50 hp) | \$330.85 | \$337.45 | 2.00% |
| | 12. For each AC unit up to 10,000 CFM | \$37.75 | \$38.50 | 2.00% |
| | 13. For each AC unit over 10,000 CFM | \$64.55 | \$65.84 | 2.00% |
| | 14. For each single duct vent fan | \$25.45 | \$25.95 | 2.00% |
| | 15. For each ventilation system | \$37.75 | \$38.50 | 2.00% |
| | 16. For each hood | \$37.75 | \$38.50 | 2.00% |
| | 17. For each domestic type incinerator | \$64.85 | \$66.15 | 2.00% |
| | 18. For each commercial type incinerator | \$51.85 | \$52.90 | 2.00% |
| | 19. For any other appliance | \$37.75 | \$38.50 | 2.00% |
| | 20. Permit Issuance Fee | \$84.35 | \$86.05 | 2.00% |
| | 21. Fireplace Inserts | \$37.02 | \$37.75 | 2.00% |
| | 22. Freestanding Stove | \$37.02 | \$37.75 | 2.00% |
| | 23. For Mechanical per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof | \$10.93 per each \$1,000 in valuation or fraction thereof | 2.00% |
| | 24. Supplement Permit Issuance Fee (per application) | \$84.35 | \$86.05 | 2.00% |
| CDB-04 | Electrical Permit Fees | | | |
| | Per Unit Fee Schedule (Electrical) | | | |
| | 1. For each receptacle/switch/fixture | \$2.53 | \$2.58 | 2.00% |
| | 2. For each circuit | \$2.53 | \$2.58 | 2.00% |
| | 3. For each fixed electrical appliance | \$10.70 | \$10.91 | 2.00% |
| | 4. For each new service to 200 amps | \$66.10 | \$67.40 | 2.00% |
| | 5. For each new service 200 to 1,000 amps | \$133.95 | \$136.65 | 2.00% |
| | 6. For each service upgrade 0 to 1,000 amps | \$89.40 | \$91.20 | 2.00% |
| | 7. For each service upgrade over 1,000 amps | \$268.15 | \$273.50 | 2.00% |
| | 8. For each additional meter | \$1.47 | \$1.50 | 2.00% |
| | 9. For each temporary power pole | \$53.50 | \$54.55 | 2.00% |
| | 10. For each circuit for a sign | \$53.50 | \$54.55 | 2.00% |
| | 11. For each sub-panel | \$39.30 | \$40.10 | 2.00% |
| | 12. For each pool/spa/hot-tub | \$53.51 | \$54.60 | 2.00% |
| | 13. For each electric water heater | \$10.70 | \$10.90 | 2.00% |
| | 14. For each electric heater | \$10.70 | \$10.90 | 2.00% |
| | 15. For each motor 0 to 1 HP | \$10.70 | \$10.90 | 2.00% |
| | 16. For each motor 2 to 10 HP | \$26.60 | \$27.15 | 2.00% |
| | 17. For each motor 11 to 50 HP | \$53.50 | \$54.60 | 2.00% |
| | 18. For each motor 51 to 100 HP | \$107.10 | \$109.25 | 2.00% |
| | 19. For low voltage/wireless per \$100 val. | \$10.70 | \$10.90 | 2.00% |
| | 20. For each busway | \$10.70 | \$10.90 | 2.00% |
| | 21. For each miscellaneous | \$26.60 | \$27.15 | 2.00% |
| | 22. For Electrical per val. | \$10.72 per each \$1,000 in valuation or fraction thereof | \$10.93 per each \$1,000 in valuation or fraction thereof | 2.00% |
| | 23.. Permit Issuance Fee | \$84.35 | \$86.05 | 2.00% |
| | 24. Supplement Pemir Issuance Fee | \$84.35 | \$86.05 | 2.00% |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|--|--|------------------------|
| CDB-05 | Grading Permit Fees | | | |
| | 1. Grading Permit for up to 50 cu. yds. | \$84.35 | \$86.05 | 2.00% |
| | 2. Grading Permit for 51-100 cu. yds. | \$131.55 | \$134.20 | 2.00% |
| | 3. Grading Permit for 101-1,000 cu. yds. | \$127.85 + \$60.60/ for each 100 yd ³ | \$130.40 + \$61.80/ for each 100 yd ³ | 2.00% |
| | 4. Grading Permit for 1,001-10,000 cu. yds. | \$661.00 + \$288.90/each 1,000 yds ³ | \$674.20 + \$294.70/each 1,000 yds ³ | 2.00% |
| | 5. Grading Permit for 10,001-100,000 cu. yds. | \$3,188.45 + \$126.50/each 10,000 yd ³ | \$3,252.20 + \$129.05/each 10,000 yd ³ | 2.00% |
| | 6. Plan Review Fees for Grading Projects (formerly fee type CDB-06) | | | |
| | a. Plan Review for up to 50 cu. yds. | No Fee | No Fee | |
| | b. Plan Review for 51-100 cu. yds. | \$84.35 | \$86.05 | 2.00% |
| | c. Plan Review for 101-1,000 cu. yds. | \$129.90 | \$132.50 | 2.00% |
| | d. Plan Review for 1,001-10,000 cu. yds. | \$174.25 | \$177.75 | 2.00% |
| | e. Plan Review for 10,001-100,000 cu. yds. | \$176.30 + \$85.35 /each 10,000 yd ³ | \$179.85 + \$87.05 /each 10,000 yd ³ | 2.00% |
| | f. Plan Review for 100,001-200,000 cu. yds. | \$947.50 + \$47.00/each 10,000 yd ³ | \$966.45 + \$47.95/each 10,000 yd ³ | 2.00% |
| | g. Plan Review for 200,001 or more | \$1,420.70 + \$25.15/each 10,000 yd ³ | \$1,449.10 + \$25.65/each 10,000 yd ³ | 2.00% |
| CDB-06 | Grading Plan Fees | Per Uniform Building Code-Current Edition | Per Uniform Building Code-Current Edition | N/A |
| CDB-07 | Penalty Fee - Building Division | | | |
| | a. R-1 | \$294.85 processing fee, + 200% of the permit fee | \$300.75 processing fee, + 200% of the permit fee | 2.00% |
| | b. Others | \$742.30 processing fee, + 200% of the permit fee | \$757.15 processing fee, + 200% of the permit fee | 2.00% |
| CDB-08 | Micro/Filming Processing Fee | \$3.32/Plan Sheet | \$3.39/Plan Sheet | 2.00% |
| | | \$1.69 /Document Sheet (Less than 8 1/2" x 14") | \$1.72 /Document Sheet (Less than 8 1/2" x 14") | 2.00% |
| CDB-09 | Administrative Fee | \$11.93 Min. (or Actual Cost*) | \$12.17 Min. (or Actual Cost*) | 2.00% |
| CDB-10 | Technology Fee | \$4.56 per application + \$.75 per each \$1,000 in valuation or fraction thereof | \$4.65 per application + \$.77 per each \$1,000 in valuation or fraction thereof | 2.00% |
| CDB-11 | Permit Processing Fee | - | \$45.00 | New |
| CDM-01 | Miscellaneous Fees | | | |
| | 1. Reinspection Fee | Actual Cost | Actual Cost | N/A |
| | 2. After hours inspections / inspections outside of normal hours | Actual overtime cost, including overhead, 4 hour minimum | Actual overtime cost, including overhead, 4 hour minimum | N/A |
| | 3. Strong Motion Instrumentation and Seismic Hazard Mapping Fee | Per state of California Department of Conservation latest edition 2004 fees: Category 1 Construction (all Residential under 3 stories): \$13.00 per \$100,000 permit valuation; Category 2 Construction (Residential over 3 stories, all Commercial): \$28.00 per \$100,000 permit valuation | Per state of California Department of Conservation latest edition 2004 fees: Category 1 Construction (all Residential under 3 stories): \$13.00 per \$100,000 permit valuation; Category 2 Construction (Residential over 3 stories, all Commercial): \$28.00 per \$100,000 permit valuation | N/A |
| | 4. Construction and Demolition Debris Recycling Deposit. Note: A pro-rata deposit refund is made for diversion rates less than required by ordinance. | Required deposit: \$50.00 per ton of debris estimated to be generated by project. | Required deposit: \$50.00 per ton of debris estimated to be generated by project. | N/A |
| | | All Projects: If calculation is less than \$1,000, then minimum deposit is \$1,000. | All Projects: If calculation is less than \$1,000, then minimum deposit is \$1,000. | N/A |
| | | Residential Projects: If calculation exceeds \$10,000, then \$10,000 is the maximum deposit. | Residential Projects: If calculation exceeds \$10,000, then \$10,000 is the maximum deposit. | N/A |
| | | Commercial Projects: If calculation exceeds \$30,000, then \$30,000 is the maximum deposit. | Commercial Projects: If calculation exceeds \$30,000, then \$30,000 is the maximum deposit. | N/A |
| | 5. Request for author's release of plans. | \$30.30 base fee | \$30.90 base fee | 2.00% |
| | 6. Building Standards Administration Special Revolving Fund | Per current state of California-State and Consumer Services Agency-Building Standards Commission valuation schedule | Per current state of California-State and Consumer Services Agency-Building Standards Commission valuation schedule | N/A |
| | 7. C&D Application Fee | | | |
| | a. C&D Application Fee - Roof | \$119.30 | \$121.70 | 2.00% |
| | b. C&D Application Fee - Others | \$334.35 | \$341.05 | 2.00% |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|--|--|------------------------|
| CDP-01 | Plan Checking Fees | | | |
| | 1st Plan Check | 70% of building fee | 70% of building fee | N/A |
| | 2nd Plan Check | No additional cost | No additional cost | N/A |
| | 3rd and following | Actual Cost | Actual Cost | N/A |
| CDP-02 | Preliminary Project Review Fees | | | |
| | a. City Council/Planning Commission Review | Actual Cost* Subject to minimum \$2,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing | N/A |
| | b. Staff Review | Actual Cost* Subject to minimum \$1,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing | N/A |
| CDP-03 | General Plan Amendment Fees | Actual Cost* Subject to minimum \$5,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing | N/A |
| CDP-04 | Variance Fees | Actual Cost* Subject to minimum \$2,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing | N/A |
| CDP-05 | Zoning Text/Map Amendment Fees | Actual Cost* Subject to minimum \$5,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing | Update |
| CDP-06 | Use Permit Modification Fees | Actual Cost* Subject to minimum \$3,000 Deposit at time of filing | | |
| | a. Administrative Minor Use Permit Modification (e.g. paint change, landscape modifications, prototype amendments and other improvements per Section 17.06.030 of Title 17 Zoning of Foster City Municipal Code) | | Actual Cost* Subject to a minimum \$500 Deposit at time of filing | Update |
| | b. Administrative Major Use Permit Modification (e.g. Façade and site improvements) | | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing | Update |
| | c. Planning Commission/City Council Use Permit Modification (e.g. Use Permit list, facade upgrades to existing commercial/office buildings) | | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing | Update |
| CDP-07 | Use Permit Fees | | | |
| | a. Administrative Use Permit (e.g. changes to existing wireless facility) | | Actual Cost* Subject to a minimum \$750 Deposit at time of filing | Update |
| | b. Planning Commission/City Council Use Permit (e.g. Residential Additions to Waterfront properties, Conditional Use Permits, new wireless facility) | | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing | Update |
| | c. Use Permit accompanying Specific Development Plan per Section 17.36.050 Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to minimum \$5,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing | Update |
| | d. Density Bonus Fees per Section 17.86.040 of Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to minimum \$500 Deposit at time of filing | Actual Cost* Subject to a minimum \$500 Deposit at time of filing | Update |
| CDP-08 | Architectural Review Fees (Excluding Solar Panels, which are exempt) | | | |
| | a. Administrative Minor Architectural Review (e.g. windows, decks, fences, front yard paving, skylights, accessory structures) | Actual Cost* Subject to minimum \$750 Deposit at time of filing | Actual Cost* Subject to a minimum \$750 Deposit at time of filing | Update |
| | b. Administrative Major Architectural Review (e.g. additions to non-water front homes or residential additions less than 400 SF) | Actual Cost* Subject to minimum \$2,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing | Update |
| | c. Planning Commission Architectural Review per Section 2.28.100 of Title 2 of the Foster City Municipal Code | Actual Cost* Subject to minimum \$3,000 deposit at time of filing | Actual Cost* Subject to a minimum \$3,000 deposit at time of filing | Update |
| CDP-09 | Sign Review (NOTE 1) | Actual Cost* Subject to minimum \$1,500 Deposit at time of filing | | |
| | a. Administrative Sign Permit | \$323.05 | \$329.50 | Update |
| | b. Planning Commission Review/Sign Use Permit | Actual Cost* Subject to minimum \$1,500 Deposit at time of filing | Actual Cost* Subject to a minimum \$1,500 Deposit at time of filing | Update |
| | c. Temporary/Promotional/Public Convenience Sign Review | \$107.60 | \$109.80 | Update |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|---|---|------------------------|
| CDP-10 | Appeal Fees | | | |
| | a. Appeal by Resident / Applicant | Actual Cost* Subject to minimum \$500 Deposit at time of filing | Actual Cost* Subject to a minimum \$500 Deposit at time of filing | N/A |
| | b. Appeal by Non-Resident / Non-Applicant | Actual Cost* Subject to minimum \$1,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing | N/A |
| CDP-11 | Request for Planning Commission Interpretation Fees | Actual Cost* Subject to minimum \$1,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing | N/A |
| CDP-12 | Environmental Assessment Fees | Actual Cost* Subject to minimum \$1,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing | N/A |
| CDP-13 | Environmental Impact Report Fees | Actual Cost* Subject to minimum \$5,000 Deposit at time of filing | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing | N/A |
| CDP-14 | Amendments to approved plans per Sec. 17.06.030 of Title 17 of the Foster City Municipal Code | | | |
| | a. Amendment to approved development plan(s) in all zoning districts except R-1, R-2, and R-1/PD but including all common areas in R-1/PD Districts | Actual Cost* Subject to minimum \$500 Deposit at time of filing | Remove | Remove |
| | b. Amendment to approved plans after issuance of original permit for all projects originally processed under S-8 or S-10 above or a minor amendment to an approved landscape plan in any district such as a removal/replacement of a small amount of landscaping | Actual Cost* Subject to minimum \$500 Deposit at time of filing | Remove | Remove |
| CDP-15 | Zoning Compliance Letter | Actual cost* Subject to a minimum \$500 initial deposit | Actual cost* Subject to a minimum \$500 initial deposit | N/A |
| CDP-16 | Development Agreement | Actual cost* Subject to a minimum \$5,000 initial deposit | Actual cost* Subject to a minimum \$5,000 initial deposit | N/A |
| CDP-17 | Disposition and Development Agreement | Actual cost* Subject to a minimum \$5,000 initial deposit | Actual cost* Subject to a minimum \$5,000 initial deposit | N/A |
| CDP-18 | Owner Participation Agreement | Actual cost* Subject to a minimum \$5,000 initial deposit | Actual cost* Subject to a minimum \$5,000 initial deposit | N/A |
| CDP-19 | Subdivision Map Fees | | | |
| | a. Tentative Subdivision Map Fees | \$728.30 (or Actual Cost*) | \$742.85 (or Actual Cost*) | 2.00% |
| | b. Tentative Parcel Map Fees | \$728.30 (or Actual Cost*) | \$742.85 (or Actual Cost*) | 2.00% |
| | c. Tentative Subdivision or Parcel Map Revision Fees | \$728.30 (or Actual Cost*) | \$742.85 (or Actual Cost*) | 2.00% |
| | d. Tentative Subdivision or Parcel Map Extension Fees | \$728.30 (or Actual Cost*) | \$742.85 (or Actual Cost*) | 2.00% |
| | e. Lot Line Adjustment Fee | \$438.60 (or Actual Cost*) | \$447.35 (or Actual Cost*) | 2.00% |
| CDP-20 | Temporary Use Permit | | | |
| | - Minor Events/Use (as determined by the Director of Community Development Services) including shopping center promotional events; outdoor sales by individual stores within shopping centers; parking lot sales/fairs; outdoor exhibits or open displays; special small scale events sponsored by religious institutions or their supporting clubs, schools or school organizations and clubs or civic groups and clubs | Exempt | Exempt | N/A |
| | - Major Events/Uses (as determined by the Community Development Director) including commercial operations by other than civic, school or religious organizations, clubs and institutions | \$147.20 (or Actual Cost*) | \$150.15 (or Actual Cost*) | 2.00% |
| CDP-21 | Code Enforcement | | | |
| | a. 1st Inspection and/or 1st Letter | \$0.00 | \$0.00 | N/A |
| | b. 2nd Inspection and/or 2nd Letter, and each additional inspection / letter thereafter | \$118.00, plus actual cost of City Attorney time, until compliance is achieved | \$120.35, plus actual cost of City Attorney time, until compliance is achieved | 2.00% |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|---|--|---|------------------------|
| CDP-22 | Penalty Fee - Planning Division (per Section 17.06.175 of Title 17 of the Municipal Code) | | | |
| | a. R-1 | \$291.70 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. | \$297.55 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. | 2.00% |
| | b. Others | \$734.40 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. | \$749.10 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. | 2.00% |
| CDP-23 | Sign Design Review Fees (NOTE 1) | | | |
| | a. Administrative Sign Review (Base Fee) | \$323.05 | Combine with CDP-09 | Update |
| | b. Temporary/Promotional/Public Convenience Sign Review | \$107.60 | Combine with CDP-09 | Update |
| CDP-24 | Photography / Filming Temporary Use Permit Processing Fee | \$354.55 | \$361.65 | 2.00% |
| CDP-25 | Interdepartmental Evaluation Committee Review of Proposals by Persons, Businesses and Organizations Located Outside of Foster City (Excluding Land Use and Photography / Filming Temporary Use Permit see S-122 above) | \$118.00 | \$120.35 | Update |
| CDP-26 | Affordable Housing Commercial Linkage Fees for Nonresidential Development Projects (Fee per Square Foot of Net New Gross Floor Area) | | | |
| | Hotel | \$12.50 | \$12.50 | N/A |
| | Retail, Restaurant and Services | \$6.25 | \$6.25 | N/A |
| | Office , Medical Office and Research and Development Uses | \$27.50 | \$27.50 | N/A |
| CDP-27 | Annual Wireless Facilities Site License (Per Site) | \$270.00 | \$270.00 | N/A |
| CDP-28 | Park in Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of Foster City Municipal Code) | | The fees shall be computed based on fair market value of land that would otherwise have been dedicated, and at a ratio of five acres per one thousand project residents. Project residents shall be computed as provided in Section 16.36.040. - The population that will reside within a proposed project shall be calculated using the following factors and based upon the following formula: Average Household Size X Number of Dwelling Units Proposed for Construction = Project Resident Population. | |
| NOTE 1: | The penalty fee for sign installed prior to obtaining a sign permit shall be double the normal fee. Signs erected by nonprofit and community interest groups, senior clubs and organizations deemed "similar" by the Community Development Director shall be exempt from the payment of sign permit application fees. | | | |
| FOOTNOTE: | * "Actual Cost" is time and materials, including all direct and indirect overhead costs. "Actual Cost" billing begins after the initial fee payment amount is exceeded by direct and/or indirect costs. | | | |
| | Proposals designed and located in strict conformance with approved residential development design prototypical guidelines for property improvements in the specific subdivision shall be charged 1/2 of the usual fee for such improvements. | | | |
| | Initial fees paid at the time of project submittal for all project categories without deposit are considered minimum fees which are not refundable. Initial fees paid for project categories with deposits may be refunded in part, depending upon the amount of staff time and reimbursable expenditures expended on the project as determined by the Director of Community Development. | | | |
| | * "Actual Cost" is time and materials, including all direct and indirect overhead costs. | | | |
| | For work requiring an outside consultant, the City will be reimbursed at the rate of the consultant plus 15% for administration. | | | |
| | EIR and other technical consultant contracts for a project shall be paid in full by the applicant. | | | |
| | When the account balance goes negative, the request to replenish funds shall be paid in full by the applicant within five (5) business days. If the payment is not paid in full, the project will be put on hold. | | | |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|---|---|------------------------|
| | PUBLIC WORKS | | | |
| PW-01 | Subdivision Fees | | | |
| | Public Works Plan Review and Inspection Fee | | | |
| | a. Common area improvements in planned unit developments, including but not limited to recreational facilities (other than those covered by building fees) landscaping and irrigation, underground structures and utilities, curb and gutter, paving, sidewalks and other walkways and lighting. | 3.0% of the approved engineers' estimated costs of construction of improvements including a 10% contingency | 3.0% of the approved engineers' estimated costs of construction of improvements including a 10% contingency | N/A |
| | b. Improvements in commercial and industrial developments, including but not limited to landscaping, and irrigation, underground structures and utilities, curb and gutter, paving, sidewalks and other walkways and lighting | 3.0% of the approved engineers' estimated costs of construction of improvements including a 10% contingency | 3.0% of the approved engineers' estimated costs of construction of improvements including a 10% contingency | N/A |
| PW-02 | Minor Land Division Fees | \$79.15 Application Fee plus Actual Cost* | \$80.75 Application Fee plus Actual Cost* | 2.00% |
| | | (Requires a deposit of 3% of the estimated construction cost with a \$5,000 minimum; deposit will be renewed when it reaches 50% of the original required amount) | (Requires a deposit of 3% of the estimated construction cost with a \$5,000 minimum; deposit will be renewed when it reaches 50% of the original required amount) | N/A |
| PW-03 | Transportation Permit | Per CA Vehicle Code 35795 - \$16.00 per trip or \$90.00 annual permit | Per CA Vehicle Code 35795 - \$16.00 per trip or \$90.00 annual permit | N/A |
| PW-04 | Storm Drain Pumping Capacity Fee | \$434.85 per acre chargeable against undeveloped land | \$443.55 per acre chargeable against undeveloped land | 2.00% |
| PW-05 | Water Storage Tank Capacity Fee | \$1,870.70 per acre chargeable against undeveloped land | \$1,908.10 per acre chargeable against undeveloped land | 2.00% |
| PW-06 | Banner Application Permit Fee | \$159.30 Application Fee plus \$750.00 required deposit | \$162.50 Application Fee plus \$750.00 required deposit | 2.00% |
| PW-07 | Sidewalk Maintenance Administration Fee | | | |
| | a. R-1 | \$395.85 per incident | \$403.75 per incident | 2.00% |
| | b. Others | \$395.85 per incident (or Actual Cost*) | \$403.75 per incident (or Actual Cost*) | 2.00% |
| PWE-01 | Encroachment Permit/Non-Utility | \$161.45 Application Fee plus Actual Cost* | \$164.70 Application Fee plus Actual Cost* | 2.00% |
| | | (Requires a deposit of 5% of the estimated construction cost with a \$1,000 minimum; deposit will be renewed when it reaches 50% of the original required amount) | (Requires a deposit of 5% of the estimated construction cost with a \$1,000 minimum; deposit will be renewed when it reaches 50% of the original required amount) | N/A |
| PWE-02 | Encroachment Permit/Temporary placement of a debris box | \$53.75 | \$54.85 | 2.00% |
| PWE-03 | Encroachment Permit/Utility | \$161.45 Application Fee plus Actual Cost* | \$164.70 Application Fee plus Actual Cost* | 2.00% |
| PWE-04 | Business Stormwater Inspection Fee | Rate of Sr. Engineering Technician or Actual Cost* | Rate of Sr. Engineering Technician or Actual Cost* | 2.00% |
| FOOTNOTE: | | | | |
| | * "Actual Cost" is time and materials, including all direct and indirect overhead costs. | | | |
| | "Actual Cost" is charged against the required deposit. | | | |
| | For work requiring an outside consultant, the City will be reimbursed at the rate of the consultant plus 15% for administration. | | | |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|---|---|------------------------|
| | POLICE | | | |
| PD-01 | Municipal Ordinance Enforcement (Police Enforcement Only) | \$82.30 (or Actual Cost*) | \$83.95 (or Actual Cost*) | 2.00% |
| PD-02 | Parking Enforcement | Per attached Parking Violations Fine Schedule E, plus \$3.00 State parking penalty assessment | Per attached Parking Violations Fine Schedule E, plus \$3.00 State parking penalty assessment | N/A |
| PD-03 | Vehicle Code Enforcement | Per Current CA State Court Approved Bail Schedule | Per Current CA State Court Approved Bail Schedule | N/A |
| PD-04 | Abandoned Vehicle | | | |
| | a. Mark | \$0.00 | \$0.00 | N/A |
| | b. Tow | \$249.30 | \$254.30 | 2.00% |
| PD-05 | Police Security Alarm Response - Standard Response | | | |
| | 1st False Alarm | \$0.00 | \$0.00 | 2.00% |
| | 2nd False Alarm | \$59.15 | \$60.35 | 2.00% |
| | 3rd Alarm | \$121.40 | \$123.85 | 2.00% |
| | 4th Alarm | \$121.40 | \$123.85 | 2.00% |
| | 5th Alarm | \$215.20 | \$219.50 | 2.00% |
| | 6th and 7th Alarm | \$215.20 | \$219.50 | 2.00% |
| | 8th Alarm and thereafter | \$308.00 each | \$314.15 each | 2.00% |
| PD-06 | Police Security Alarm Response - High Risk Response | | | |
| | 1st False Alarm | \$0.00 | \$0.00 | |
| | 2nd False Alarm | \$765.00 | \$780.30 | 2.00% |
| | 3rd False Alarm | \$918.00 | \$936.35 | 2.00% |
| | 4th False Alarm | \$1,072.00 | \$1,093.45 | 2.00% |
| | 5th False Alarm | \$1,225.00 | \$1,249.50 | 2.00% |
| | 6th False Alarm | \$1,378.00 | \$1,405.55 | 2.00% |
| | 7th False Alarm | \$1,532.00 | \$1,562.65 | 2.00% |
| | 8th Alarm and thereafter | \$1,685.00 each | \$1,718.70 each | 2.00% |
| PD-07 | Fingerprinting | \$39.70/per card | \$40.50/per card | 2.00% |
| PD-08 | Report copying (including reports for Property Damage, Minor Accident or Injury Accident) | | | |
| | a. 1-2 Pages | \$4.26 | \$4.35 | 2.00% |
| | b. 3-9 Pages | \$4.78 | \$4.88 | 2.00% |
| | c. 10+ pages | \$5.92 | \$6.04 | 2.00% |
| PD-09 | DUI Emergency Cost Recovery | Government Code-Emergency Response Cost reimbursement up to \$12,000 | Government Code-Emergency Response Cost reimbursement up to \$12,000 | N/A |
| PD-10 | Solicitor Review | | | |
| | Non-Profit | \$65.60 | \$66.90 | 2.00% |
| | For-Profit (Initial Review) | \$131.25 | \$133.90 | 2.00% |
| | For-Profit (Renewal) | \$44.05 | \$44.95 | 2.00% |
| PD-11 | Enforcement Vehicle Tow | \$63.45 | \$64.70 | 2.00% |
| PD-12 | Booking Fee | Per Current San Mateo County Charges | Per Current San Mateo County Charges | N/A |
| PD-13 | Local Records Check | \$31.20 | \$31.80 | 2.00% |
| PD-14 | Court Ordered Record Sealing | \$92.90 | \$94.75 | 2.00% |
| PD-15 | Records check processing | Federal / State actual charges | Federal / State actual charges | N/A |
| PD-16 | Concealed Weapon Permit Processing (non-refundable) | \$253.00 | \$258.05 | 2.00% |
| PD-17 | Massage Permit | | | |
| | - New permit | \$208.10 | \$212.25 | 2.00% |
| | - Renewed permit | \$86.70 | \$88.45 | 2.00% |
| PD-18 | Massage Parlor Permit | | | |
| | - New permit (1 to 4 employees) | \$315.20 | \$321.50 | 2.00% |
| | - Renewed permit (1 to 4 employees) | \$128.50 | \$131.05 | 2.00% |
| | - New permit (5+ employees) | \$506.95 | \$517.10 | 2.00% |
| | - Renewed permit (5+ employees) | \$252.95 | \$258.00 | 2.00% |
| PD-19 | Planning Application Review and Inspection Services - Police | Actual Costs * | Actual Costs * | N/A |
| PD-20 | Video/Audio Duplication | \$34.25 | \$34.95 | 2.00% |
| PD-21 | Vehicle Repossession Fee -Per California Vehicle Code | \$20.00 | \$20.00 | N/A |
| FOOTNOTE: | | | | |
| "**" | "Actual cost" is the time and materials, including all direct and indirect overhead costs. | | | |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|---|---|------------------------|
| | FIRE | | | |
| | Per attached San Mateo Consolidated Fire Fees, Schedule A | | | |
| | | | | |
| | PARKS & RECREATION | | | |
| PR-01 | Adult Special Interest Class | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-02 | Youth Special Interest Class | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-03 | Day Camp | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-04 | Pre-School | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-05 | City Adult Sports Program | Per current City Sports Package (NOTE 3) | Per current City Sports Package (NOTE 3) | |
| PR-06 | Private Youth/Adult Sports Coordination & Field Maintenance | Refer to Municipal Code 12.16.090 for Classification | Refer to Municipal Code 12.16.090 for Classification | |
| | Classification A | \$ 0.00 | \$ 0.00 | |
| | Classification B | \$ 0.00 | \$ 0.00 | |
| | Classification C | \$15.10 per hour | \$15.10 per hour | N/A |
| | Classification D | \$15.10 per hour | \$15.10 per hour | N/A |
| | Classification E | \$15.10 per hour | \$15.10 per hour | N/A |
| PR-07 | City Youth Sports Organization Coordination & Field Maintenance | \$0.00 | \$0.00 | |
| PR-08 | Summer Parks Youth Program | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-09 | Trips and Tours | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-10 | Recreation Building Rental | Per attached Schedule B | Per attached Schedule B | |
| PR-11 | Elementary School Recreation Rental | Per attached Schedule B | Per attached Schedule B | |
| PR-12 | Senior Citizen Programs | Per current City The Guide (NOTE 3) | Per current City The Guide (NOTE 3) | |
| PR-13 | Library Building Maintenance | Per Lease Agreement | Per Lease Agreement | |
| PR-14 | Parks & Recreation Concessions | Per Contract | Per Contract | |
| PR-15 | Library Community Center Rental | Per attached schedule | Per attached Schedule B | |
| PR-16 | Park Fees | Per attached schedule | Per attached Schedule B | |
| PR-17 | Sports Field Rental | Per attached schedule | Per attached Schedule B | |
| PR-18 | Special Event Fees | Per attached schedule | Per attached Schedule B | |
| PR-19 | Council Chambers Rental / Video Production Services | Per attached schedule | Per attached Schedule B | |
| | | | | |
| NOTE 3- | The Recreation Division sets activity fees according to : | | | |
| | 1. Competing fees in other cities and colleges. | | | |
| | 2. Session length and length of class time per meeting. | | | |
| | 3. Class enrollment statistics regarding an activity and the fees that were charged for that activity. | | | |
| | 4. Commensurate with instructor's qualification and experience. | | | |

City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|------------------------------|---------------|------------------------|
| | PUBLIC WORKS | | | |
| PWWA-01 | Water Service | | | |
| | a. 5/8" X 3/4" | \$23.85 | \$24.80 | 4.00% |
| | b. 3/4" | \$23.85 | \$24.80 | 4.00% |
| | c. 1" | \$39.75 | \$41.33 | 4.00% |
| | d. 1 1/2" | \$95.40 | \$99.20 | 4.00% |
| | e. 2" | \$127.20 | \$132.27 | 4.00% |
| | f. 3" | \$278.25 | \$289.33 | 4.00% |
| | g. 4" | \$500.85 | \$520.80 | 4.00% |
| | h. 6" | \$1,113.00 | \$1,157.33 | 4.00% |
| | i. 8" | \$1,908.00 | \$1,984.00 | 4.00% |
| | j. Water consumption rates - per hundred cubic feet (ccf) of water consumed | | | |
| | 1) Base Consumption Rate | \$5.88 | \$6.04 | 2.70% |
| | 2) Single Family Residential Consumption Rate | | | |
| | a) 0-20 ccf bi-monthly | \$5.76 | \$5.92 | 2.80% |
| | b) Over 20 ccf bi-monthly | \$6.41 | \$6.55 | 2.20% |
| | 3) Multi-Family Residential Consumption Rate | | | |
| | a) 0 to 10 ccf per living unit bi-monthly | \$5.76 | \$5.92 | 2.70% |
| | b) Over 10 ccf per living unit bi-monthly | \$6.46 | \$6.57 | 1.70% |
| | 4) Irrigation Customer Consumption Rate | | | |
| | a) Up to 100% of Annual Water Budget | \$5.76 | \$5.92 | 2.80% |
| | b) Over 100% of Annual Water Budget | \$6.39 | \$6.51 | 1.90% |
| | 5) Commercial and Private Fire Line Customer Consumption Rate | \$5.88 | \$6.04 | 2.70% |
| | k. Private fire protection services - water availability charge (if a meter is not present, the size of the fire service line will be used as a basis for the charge): | | | |
| | 1) 3/4" meter | \$33.39 | \$34.72 | 4.00% |
| | 2) 1" meter | \$33.39 | \$34.72 | 4.00% |
| | 3) 1 1/2" meter | \$33.39 | \$34.72 | 4.00% |
| | 4) 2" meter | \$44.60 | \$46.38 | 4.00% |
| | 5) 3" meter | \$97.31 | \$101.18 | 4.00% |
| | 6) 4" meter | \$175.30 | \$182.28 | 4.00% |
| | 7) 6" meter | \$389.47 | \$404.98 | 4.00% |
| | 8) 8" meter | \$667.80 | \$694.40 | 4.00% |
| PWWA-02 | Water Service Connection: | | | |
| | h. 3/4" meter | \$11,383 | \$11,611 | 2.00% |
| | i. 1" meter | \$19,010 | \$19,390 | 2.00% |
| | j. 1-1/2" meter | \$45,532 | \$46,443 | 2.00% |
| | k. 2" meter | \$60,672 | \$61,885 | 2.00% |
| | l. 3" meter | \$132,842 | \$135,499 | 2.00% |
| | m. 4" meter | \$239,046 | \$243,827 | 2.00% |
| | n. 6" meter | \$531,250 | \$541,875 | 2.00% |
| | o. 8" meter | \$910,651 | \$928,864 | 2.00% |

City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|-----------------------------------|-----------------------------------|------------------------|
| PWWA-03 | Water Turn on / Off (Regular Hours: Business Day-8 AM to 3:30 PM. Non-Regular Hours: All other hours that is not regular hours) | | | |
| | a. Account Set Up Fees | \$39.05 | \$39.85 | 2.00% |
| | 1) RUSH Service-on/off within 90 minutes within Regular Hours | \$48.65 | \$49.60 | 2.00% |
| | 2) RUSH Service-on/off within 90 minutes during Non-Regular hours | \$97.50 | \$99.45 | 2.00% |
| | b. Reconnection charge after disconnection for nonpayment: | | | |
| | 1) Regular hours | \$48.65 | \$49.60 | 2.00% |
| | 2) Non-Regular Hours | \$97.50 | \$99.45 | 2.00% |
| | c. Reconnection charge after voluntary disconnection: | | | |
| | 1) Regular hours | \$48.65 | \$49.60 | 2.00% |
| | 2) Non-Regular Hours | \$97.50 | \$99.45 | 2.00% |
| | d. Customer initiated Turn-on/Turn off (per incident) | | | |
| | 1) Regular hours | \$48.65 | \$49.60 | 2.00% |
| | 2) Non-Regular Hours | \$97.50 | \$99.45 | 2.00% |
| PWWA-04 | Water Meter Test | \$376.00 deposit is required | \$383.50 deposit is required | 2.00% |
| | a. When a customer requests the test and the meter is found to be defective | \$0.00 (deposit will be refunded) | \$0.00 (deposit will be refunded) | 0.00% |
| | b. When a customer requests the test and the meter is found NOT to be defective | \$187/hour (2 Hours minimum) | \$190/hour (2 Hours minimum) | 2.00% |
| PWWA-05 | Water Leak Investigation | \$187 deposit is required | \$190 deposit is required | 2.00% |
| | a. When a customer requests a water leak investigation, and the leak is found to be on the City side of the water meter | \$0.00 (deposit will be refunded) | \$0.00 (deposit will be refunded) | 0.00% |
| | b. When a customer requests a water leak investigation, and the leak is found to be on the Private Property side of the water meter | \$187/hour (30 minutes minimum) | \$190/hour (30 minutes minimum) | 2.00% |

City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|--|--|--|------------------------|
| PWWA-06 | Water Meters (including installation) | | | |
| | a. 3/4" | Actual Meter Cost + \$187 / hour installation fee (1 hour minimum) | Actual Meter Cost + \$190 / hour installation fee (1 hour minimum) | 2.00% |
| | b. 1" | Actual Meter Cost + \$187 / hour installation fee (1 hour minimum) | Actual Meter Cost + \$190 / hour installation fee (1 hour minimum) | 2.00% |
| | c. 1-1/2" | Actual Meter Cost + \$187 / hour installation fee (1 hour minimum) | Actual Meter Cost + \$190 / hour installation fee (1 hour minimum) | 2.00% |
| | d. 2" | Actual Meter Cost + \$376/ hour installation fee (1 hour minimum) | Actual Meter Cost + \$380/ hour installation fee (1 hour minimum) | 2.00% |
| | e. 3" | Actual Meter Cost + \$376/ hour installation fee (1 hour minimum) | Actual Meter Cost + \$380/ hour installation fee (1 hour minimum) | 2.00% |
| | f. 4" | Actual Meter Cost + \$376/ hour installation fee (1 hour minimum) | Actual Meter Cost + \$380/ hour installation fee (1 hour minimum) | 2.00% |
| | g. 6" | Actual Meter Cost + \$376/ hour installation fee (1 hour minimum) | Actual Meter Cost + \$380/ hour installation fee (1 hour minimum) | 2.00% |
| | m. 8" and larger Water Meter | Actual meter and labor cost | Actual meter and labor cost | N/A |
| PWWA-07 | Water Conservation Measures Violation | | | |
| | First Violation | \$100.00 | \$100.00 | 0.00% |
| | Second Violation | \$200.00 | \$200.00 | 0.00% |
| | Third and Subsequent Violation(s) within one year | \$500.00 per violation | \$500.00 per violation | 0.00% |
| | Reactivating water service due to water conservation measures violation | \$100.00 per reactivation | \$100.00 per reactivation | 0.00% |
| PWWA-08 | Fire Hydrant Testing (per hydrant) | \$243.90 | \$248.00 | 2.00% |
| PWWA-09 | Temporary Hydrant Meter Application Fee & Deposit | | | |
| | Application Fee | \$61.20 | \$62.40 | |
| | Meter Deposit | \$1,557.00 | \$1,557.00 | |
| | Meter Deposit processing charge (based on issuance date of meter) | Return within 1 month or less- charge 10% of deposit Return within 3 months or less- charge 15% of deposit Return within 6 months or less- charge 20% of deposit Return within 12 months or less- charge 25% of deposit | Return within 1 month or less- charge 10% of deposit Return within 3 months or less- charge 15% of deposit Return within 6 months or less- charge 20% of deposit Return within 12 months or less- charge 25% of deposit | |
| | Water Deposit | \$1,500.00 | \$1,500.00 | |
| | Water Usage Charge | See PWWA-01 | See PWWA-01 | |
| | Meter Charge | See PWWA-06 | See PWWA-06 | |

**City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022**

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|---|---|---|------------------------|
| PWWW-01 | Sewer Service | | | |
| | <i>A. Sewer Service Connection Fees</i> | | | |
| | 1) Single Family Residence | \$7,961.00 per dwelling unit (=1 EDU) | \$8,120.00 per dwelling unit (=1 EDU) | 2.00% |
| | 2) Multi Family | \$4,974.00 per dwelling unit (=0.625 EDUs) | \$5,073.00 per dwelling unit (=0.625 EDUs) | 2.00% |
| | 3) Commercial | \$7,961.00 per EDU (as calculated below) | \$8,120.00 per EDU (as calculated below) | 2.00% |
| | Low Strength | Low Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 0.65 ^[3] | Low Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 0.65 ^[3] | |
| | Medium Strength | Med. Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 1.00 ^[3] | Med. Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 1.00 ^[3] | |
| | High Strength | High Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 2.84 ^[3] | High Strength EDUs = est. gpd ^[1] ÷ 200 ^[2] x 2.84 ^[3] | |
| | <i>B. Sewer Service Monthly Service Rates:</i> | | | |
| | 1) Residential: | | | |
| | a) Single Family | \$97.34 | \$111.21 | 14.25% |
| | b) Duplex (per dwelling unit) | \$81.77 | \$93.42 | 14.25% |
| | c) Townhouse (per dwelling unit) | \$81.77 | \$93.42 | 14.25% |
| | d) Apartment / Condominium (per dwelling unit) | \$81.77 | \$93.42 | 14.25% |
| | 2) Commercial/Institutional: | | | |
| | a) Low Strength (per unit of water billed) | \$4.09 | \$4.67 | 14.25% |
| | b) Medium Strength (per unit of water billed) | \$6.22 | \$7.11 | 14.25% |
| | c) High Strength (per unit of water billed) | \$17.69 | \$20.21 | 14.25% |
| | <i>C. Sewer Availability Charges</i> | | | |
| | 1) Parcels 1 acre and larger (per acre per year) | \$551.70 | \$630.50 | 14.25% |
| | 2) Parcels less than 1 acre (per acre per year) | \$281.85 | \$322.00 | 14.25% |
| P1VIVI-10 | Utility Street Use | \$0.00 | \$0.00 | 0.00% |
| P1VIVI-10 | Private Refuse Utility Street Use | Per Franchise Agreement | Per Franchise Agreement | N/A |
| P2VIVI-10 | Street Lighting | NO | NO | N/A |
| P4VIVI-10 | Street and Easement Landscaping | CITY- | CITY- | N/A |
| P5VIVI-10 | Median Maintenance | WIDE | WIDE | N/A |
| P6VIVI-10 | Cul-de-Sac Maintenance | ASSESSMENTS | ASSESSMENTS | N/A |
| P7VIVI-10 | Street Sweeping | AT | AT | N/A |
| P8VIVI-10 | Storm Drainage | THIS | THIS | N/A |
| P9VIVI-10 | Neighborhood Park Maintenance | TIME | TIME | N/A |
| | Fat, Oil and Grease (FOG) Monitoring Program (Waste Discharge Permit Annual Fee) | | | |
| | A. Class A (Industry) Waste Discharge Permit Annual Fee | \$499.00 per permit pass-through fee from San Mateo Source Control Inspectors | \$499.00 per permit pass-through fee from San Mateo Source Control Inspectors | N/A |
| | B. Class B (Restaurant) Waste Discharge Permit Annual Fee | \$345 per permit pass-through fee from San Mateo Source Control Inspectors | \$345 per permit pass-through fee from San Mateo Source Control Inspectors | N/A |
| | C. Analytical Services Fee | Actual Cost pass-through fee from San Mateo Source Control | Actual Cost pass-through fee from San Mateo Source Control Inspectors | N/A |
| | | | | |
| | [1] est. gpd = commercial customer's estimated gallons per day of indoor water use | | | |

City of Foster City/Estero Municipal Improvement District
Proposed Master Fees & Service Charges Schedule
Fiscal Year 2021-2022

| Current REF. NO. | REVENUE TITLE | Fees-Effective April 6, 2021 | Proposed Fees | Increase (Decrease) |
|---------------------|---|--|--|------------------------|
| | HUMAN RESOURCES | | | |
| HR-01 | CalOpps | | | |
| | CalOpps Join Fee for Full Membership (One-time set up fee) | \$6,120.00 | \$6,242.00 | 2.00% |
| | Annual Fee for Full Membership | \$3,570.00 | \$3,641.00 | 2.00% |
| | Per-Posting Fee (Advertise Only) | \$510.00 | \$520.00 | 2.00% |
| HR-02 | BAERS (Bay Area Employee Relations Services) | Per attached Schedule C | Program ceased in FY 2020-2021 | |
| | MISCELLANEOUS | | | |
| MISC-01 | New Business License Review | \$33.00 | \$33.65 | 2.00% |
| | State Mandated Disability Access Fee (each Business Tax Application and renewal) | Per Senate Bill No. 1186 - \$4.00 | Per Senate Bill No. 1186 - \$4.00 | N/A |
| | Business License for branches | \$25/address | \$25/address | N/A |
| | Business License -reprinting | \$25/certificate | \$25/certificate | N/A |
| MISC-02 | Returned Deposit Processing | Per CA Civil Code 1719 - \$25 for first and \$35 for each subsequent deposit | Per CA Civil Code 1719 - \$25 for first and \$35 for each subsequent deposit | N/A |
| MISC-03 | Check Stop Payment & Replacement | Actual costs | Actual costs | N/A |
| MISC-04 | Document Printing and Copying | | | |
| | Photocopying | \$4.57 for 1st page, \$0.24 for each additional page | \$4.66 for 1st page, \$0.25 for each additional page | 2.00% |
| | Large Documents | \$4.57 first page, \$0.89 for each additional page | \$4.66 first page, \$0.91 for each additional page | 2.00% |
| | Special Maps | \$4.57 first page, \$1.64 for each additional page | \$4.66 first page, \$1.67 for each additional page | 2.00% |
| | Blueprint | \$4.57 first page, \$0.89 for per sq ft | \$4.66 first page, \$0.91 for per sq ft | 2.00% |
| MISC-05 | Document Certification (Per document) | \$15.90 | \$16.20 | 2.00% |
| MISC-06 | Records & Information Research | \$96.10 | \$98.00 | 2.00% |
| MISC-07 | Agenda/Minute Mailing | | | |
| | Agendas | \$82.60/per year | \$87.30/per year | 2.00% |
| | Agendas & Minutes | \$138.70/per year | \$141.50/per year | 2.00% |
| | Planning Commission Agendas | \$82.60/per year | \$84.25/per year | 2.00% |
| MISC-08 | Repair of City Property | 100% of Dir. Exp. + Overhead | 100% of Dir. Exp. + Overhead | |
| MISC-09 | Microfilm Printout (Per document) | \$15.70 | \$16.00 | 2.00% |
| MISC-10 | Video / Audio Duplication (DVD, VHS, Cassette) | Actual costs | Actual costs | 2.00% |
| MISC-11 | For services requested of City Staff for which no fee is listed in this Master Fee Schedule, the appropriate fee hourly rates for staff time involved in the service | Per attached Schedule D | Per attached Schedule C | N/A |
| MISC-12 | For services requested of Outside Consultant, the City will be reimbursed at the rate of the consultant plus 15% for | Actual costs + 15% Administration Cost | Actual costs + 15% Administration Cost | N/A |
| MISC- | Outgoing Wire Fee (NEW) | 0 | \$60/wire | New |

San Mateo Consolidated Fire Department
FY 2020-2021 Fire Department Master Fee Schedule
Amended and Adopted on December 9, 2020

Master Revenue Schedule

| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
|-----------|--|----------------|----------------------------|----------------------------|--------|----------------|
| Documents | Incident Reports | Per page | | \$ | 0.12 | \$ 0.10 |
| Documents | Fire Search (Providing Research, Reports, etc.) | Per hour | | \$ | 313.00 | \$ 272.00 |
| | Fire Code Variance Application / AMMR | Per hour | | \$ | 313.00 | \$ 272.00 |
| | USB | Each | | \$ | 60.00 | \$ 52.00 |
| | Key Box Administration | Each Unit | | \$ | 235.00 | \$ 204.00 |
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
| | Staff Time Consultation | Per hour | 2 hour minimum. \$354/hour | \$ | 626.00 | \$ 544.00 |
| | Command Vehicle | Per hour | | \$ | 115.00 | \$ 100.00 |
| | Engine | Per hour | | \$ | 156.00 | \$ 136.00 |
| | Three (3) Personnel | Per hour | | \$ | 377.00 | \$ 328.00 |
| | Each additional ½ hour or fraction thereof | | | \$ | 268.00 | \$ 233.00 |
| | Truck | Per hour | | \$ | 196.00 | \$ 170.00 |
| | Driving Under the Influence (DUI). Government Code Sections 53150-58. (Billing upon conviction). | | | | | |
| | Apparatus | Per hour | | \$ | 155.00 | \$ 135.00 |
| | Emergency Preparedness Planning and Education | Per hour | | \$ | 488.00 | \$ 424.00 |
| | CPR/First Aid | Per Student | | \$ | 60.00 | \$ 52.00 |
| | Patient Assist (Doctor on Scene) | Per Occurrence | | \$ | 488.00 | \$ 424.00 |

**Inspection Fees: State of California Mandated Annual Fire Inspection

| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
|-----------------------|--|-----------------------|--|----------------------------|----------|----------------|
| | Group A - Assembly related occupancies (50+ persons) Group I - Institutions (hospitals) | Annual | *Base fee, plus \$.0323 per square foot | \$ | 158.00 | \$ 137.00 |
| | Group B - Businesses/commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only Group E - Education occupancies (public/private) Group M - Mercantile Group U - Utilities | Annual | *Base fee, plus \$0.0370 per square foot | \$ | 158.00 | \$ 137.00 |
| | Group F - Factories/fabrication Group S - Storage/warehouse | Annual | *Base fee, plus \$0.0428 per square foot | \$ | 158.00 | \$ 137.00 |
| | Group H - Hazardous (labs, semi conductors) | Annual | *Base fee, plus \$0.0515 per square foot | \$ | 158.00 | \$ 137.00 |
| | Hotels, Motels, Apartments and Condominiums | Annual | | \$ | - | |
| | 3-10 Units Per Building | Annual | | \$ | 244.00 | \$ 212.00 |
| | 11-100 Units Per Building | Annual | | \$ | 651.00 | \$ 566.00 |
| | 101-200 Units Per Building | Annual | | \$ | 975.00 | \$ 848.00 |
| | 201-300 Units Per Building | Annual | | \$ | 1,302.00 | \$ 1,132.00 |
| | > 300 Units Per Building | Annual | | \$ | 1,953.00 | \$ 1,698.00 |
| | High-Rise Inspections | Annual | Each Floor | \$ | 313.00 | \$ 272.00 |
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
| State 850 Inspections | State Licensing Inspection 1-6 Capacity | Per Occurrence / Trip | Pre-Inspection Only | \$ | 158.00 | \$ 137.00 |

San Mateo Consolidated Fire Department
FY 2020-2021 Fire Department Master Fee Schedule
Amended and Adopted on December 9, 2020

| | | | | | | | |
|------------------------------|--|--|--|----------------------------|----------|----------------|-------------|
| | State Licensing Inspection 7-25 Capacity | Per Occurrence / Trip | | \$ | 313.00 | | \$ 272.00 |
| | State Licensing Inspection 26-50 Capacity | Per Occurrence / Trip | | \$ | 470.00 | | \$ 409.00 |
| | State Licensing Inspection >50 Capacity | Per Occurrence / Trip | | \$ | 626.00 | | \$ 544.00 |
| | State Licensing Inspection - Annual Licensed Care Inspection 7-25 beds | Per Occurrence / Trip | | \$ | 313.00 | | \$ 272.00 |
| | State Licensing Inspection - Annual Licensed Care Inspection 26-50 beds | Per Occurrence / Trip | | \$ | 470.00 | | \$ 409.00 |
| | State Licensing Inspection - Annual Licensed Care Inspection > 50 beds | Per Occurrence / Trip | | \$ | 626.00 | | \$ 544.00 |
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee | |
| | Emergency Responder Radio Coverage | Per Occurrence / Trip | | \$ | 313.00 | | \$ 272.00 |
| | Hydrant Flow Test and Inspection | Each Hydrant | | \$ | 313.00 | | \$ 272.00 |
| | New Business Inspection | Each | | \$ | 235.00 | | \$ 204.00 |
| | Complaint Investigation and Follow-Up | Each Occurrence / Trip Verified Complaint | Initial inspection/investigation and one re-inspection. Additional administrative work and reinspecitons see Penalty Fees, Reinspection. | \$ | 626.00 | | \$ 544.00 |
| Required Operational Permits | New Operational Permits | | Required by Fire Code Section 105.6 | \$ | 626.00 | | \$ 544.00 |
| | Annual Operational Permit, Existing | Annual | Required by Fire Code Section 105.6 | \$ | 158.00 | | \$ 137.00 |
| Amusement Buildings | Plan Review and one site inspection. Additional inspections may be charged Penalty inspection fee. | Each Occurrence | | \$ | 626.00 | | \$ 544.00 |
| | Carnivals & Fairs | Each Occurrence | One (1) Plan Review and one (1) Inspection. Additional plan reviews and reinspections will be charged at the specified plan review and reinspection rates. Additional Operational Permits may be required. Each additional permit will be charged the appropriate fee. | \$ | 626.00 | | \$ 544.00 |
| | Exhibits & Trade Shows | | One (1) Plan Review and one (1) Inspection. Additional plan reviews and reinspections will be charged at the specified plan review and reinspection rates. Additional Operational Permits may be required. Each additional permit will be charged the appropriate fee. | | | | |
| | Business Hours | Per hour | 2 hour Minimum | \$ | 470.00 | | \$ 409.00 |
| | Each Additional Hour | Per hour | | \$ | 313.00 | | \$ 272.00 |
| | After Hours | Per hour | 2 hour Minimum | \$ | 526.00 | | \$ 457.00 |
| | Each Additional Hour | Per hour | | \$ | 350.00 | | \$ 304.00 |
| Fireworks | | Each Occurrence | One Plan review and one site inspection | \$ | 626.00 | | \$ 544.00 |
| | Stand by Personnel at time of show | | | \$ | - | | |
| | Fire Inspector four (4) hour minimum | Each Occurrence | 4 hour Minimum, \$350.25/hour | \$ | 1,401.00 | | \$ 1,218.00 |

San Mateo Consolidated Fire Department
FY 2020-2021 Fire Department Master Fee Schedule
Amended and Adopted on December 9, 2020

| | | | | | | |
|--------------------------------------|---|---------------------|---|----------------------------|--------|------------------------|
| | Each Additional Hour | Each Hour | \$ | 348.00 | | \$ 303.00 |
| | Engine Company, one (1) hour minimum | Each Occurrence | \$ | 325.00 | | \$ 283.00 |
| Hot Works Operations | Temporary public exhibits and demonstrations | Each Occurrence | \$ | 313.00 | | \$ 272.00 |
| | Portable hot work equipment inside structure | Annual | \$ | 313.00 | | \$ 272.00 |
| | Fixed-site hot work equipment | Annual Per Building | \$ | 313.00 | | \$ 272.00 |
| | Hot work conducted in a Wildlife risk area | Each Occurrence | \$ | 313.00 | | \$ 272.00 |
| | Portable hot work equipment during roofing work | Each Occurrence | \$ | 313.00 | | \$ 272.00 |
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
| Temporary Membrane Structure & Tents | | | Plan Review and one (1) site inspection. Additional inspections may be charged Penalty Reinspection Fee. | | | |
| | 401-1000 Square Feet | | | \$ | 470.00 | \$ 409.00 |
| | 1001-5000 Square Feet | | | \$ | 626.00 | \$ 544.00 |
| | >5001 Square Feet | | | \$ | 782.00 | \$ 680.00 |
| Penalty Fees | False Alarm | | Per Occurrence | \$ | 598.00 | \$ 520.00 |
| | Failure to Obtain Permit | Each | Double plan review and inspection fees | Double Fees | | Double Fees |
| | Reinspections | Per hour | Additional inspections and/or administrative follow-up not included in specific fee category. Hour or fraction thereof. | \$ | 313.00 | \$ 272.00 |
| | Reactivation of Expired Permit | Each Initial | Fire Protection Systems | 50% of Inspection Fees | | 50% of Inspection Fees |

Construction Inspection Plan Check and Fees: Development Service Plan Check

| | | | | | | |
|--|--|------|-----------------------|----------------------------|----------|----------------|
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
| Development Service Plan Check- Single Family Residential/Duplex | Fire / Life Safety Review 0-10,000 Square Feet | | Per Occurrence / Trip | \$ | 155.00 | \$ 135.00 |
| Development Service Plan Check | Fire / Life Safety Review 0-10,000 Square Feet | | Per Occurrence / Trip | \$ | 313.00 | \$ 272.00 |
| Development Service Plan Check | Fire / Life Safety Review 10,001-35,000 Square Feet | | Per Occurrence / Trip | \$ | 938.00 | \$ 816.00 |
| Development Service Plan Check | Fire / Life Safety Review 35,001-75,000 Square Feet | | Per Occurrence / Trip | \$ | 1,252.00 | \$ 1,089.00 |
| Development Service Plan Check | Fire / Life Safety Review 75,001-120,000 Square Feet | | Per Occurrence / Trip | \$ | 1,566.00 | \$ 1,362.00 |
| Development Service Plan Check | Fire Final | | Per Hour | \$ | 313.00 | \$ 272.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Construction Inspection/Plan Check: Sprinkler Systems & Special Systems

| | | | | | | |
|---|---------------------------|------|-----------------------|----------------------------|--------|----------------|
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
| Sprinkler / Overhead Sprinkler - Final 0-10,000 Square Feet | Plan Check or Inspections | | Per Occurrence / Trip | \$ | 313.00 | \$ 272.00 |
| Sprinkler / Overhead Sprinkler - Final 10,001-35,000 Square Feet | Plan Check or Inspections | | Per Occurrence / Trip | \$ | 470.00 | \$ 409.00 |
| Sprinkler / Overhead Sprinkler - Final 35,001-75,000 Square Feet | Plan Check or Inspections | | Per Occurrence / Trip | \$ | 626.00 | \$ 544.00 |
| Sprinkler / Overhead Sprinkler - Final 75,001 - 120,000 Square Feet | Plan Check or Inspections | | Per Occurrence / Trip | \$ | 940.00 | \$ 817.00 |

Schedule A

San Mateo Consolidated Fire Department
FY 2020-2021 Fire Department Master Fee Schedule
Amended and Adopted on December 9, 2020

| | | | | | |
|---|---|-----------------------|-----------------------|----------------------------|----------------|
| Sprinkler / Overhead Sprinkler - Rough/Hydro 0-10,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| Sprinkler / Overhead Sprinkler - Rough/Hydro 10,001-35,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| Sprinkler / Overhead Sprinkler - Rough/Hydro 35,001-75,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| Sprinkler / Overhead Sprinkler - Rough/Hydro 75,001-120,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| Sprinkler / Underground - Hydro Test / Flush 0-10,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| Sprinkler / Underground - Hydro Test / Flush 10,001-35,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| Sprinkler / Underground - Hydro Test / Flush 35,001-75,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| Sprinkler / Underground - Hydro Test / Flush 75,001-120,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| Sprinkler / Underground -Pre-pour 0-10,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| Sprinkler / Underground -Pre-pour 10,001-35,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| Sprinkler / Underground -Pre-pour 35,001-75,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| Sprinkler / Underground -Pre-pour 75,001-120,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| Sprinkler / Underground - Weld 0-10,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| Sprinkler / Underground - Weld 10,001-35,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| Sprinkler / Underground - Weld 35,001-75,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| Sprinkler / Underground - Weld 75,001-120,000 Square Feet | Plan Check or Inspections | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| Sprinkler / All Inspections on Projects > 120,000 Square Feet; 4 hour minimum | Plan Check or Inspections | Per Occurrence / Trip | \$ 1,252.00 | | \$ 1,089.00 |
| Each additional hour | Plan Check or Inspections | Per Hour | \$ 313.00 | | \$ 272.00 |
| Commercial Cooking Hood & Duct Systems | Plan Check or Inspections | Per System | \$ 626.00 | | \$ 544.00 |
| Water Systems (fire hydrants, water mains, sprinkler risers) | Plan Check or Inspections | Per System | \$ 1,566.00 | | \$ 1,362.00 |
| Pre-Engineered Fire Suppression Systems (Clean Agent, Dry Chem Systems) | | Per System | \$ 1,243.00 | | \$ 1,081.00 |
| Commercial/Residential/NFPA 13/13D Fire Sprinklers | Sprinkler / Overhead Sprinkler - Final 0-10,000 square feet | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| | Sprinkler / Overhead Sprinkler - Final 10,001-35,000 square feet | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| | Sprinkler / Overhead Sprinkler - Final 35,001-75,000 square feet | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| | Sprinkler / Overhead Sprinkler - Final 75,001-120,000 square feet | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| | Sprinkler / Overhead Sprinkler -Rough / Hydro 0-10,000 square feet | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| | Sprinkler / Overhead Sprinkler - Rough / Hydro 10,001-35,000 square feet | Per Occurrence / Trip | \$ 472.00 | | \$ 410.00 |
| | Sprinkler / Overhead Sprinkler - Rough / Hydro 35,001-75,000 square feet | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| | Sprinkler / Overhead Sprinkler - Rough / Hydro 75,001-120,000 square feet | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| | Sprinkler / Underground - Hydro Test / Flush 0-10,000 square feet | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| | Sprinkler / Underground - Hydro Test / Flush 10,001-35,000 square feet | Per Occurrence / Trip | \$ 472.00 | | \$ 410.00 |
| | Sprinkler / Underground - Hydro Test / Flush 35,001-75,000 square feet | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| | Sprinkler / Underground - Hydro Test / Flush 75,001-120,000 square feet | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | FY 2020-21 Fee |
| | Sprinkler / Underground - Pre-pour 0-10,000 square feet | | Per Occurrence / Trip | \$ 313.00 | \$ 272.00 |

San Mateo Consolidated Fire Department
FY 2020-2021 Fire Department Master Fee Schedule
Amended and Adopted on December 9, 2020

| | | | | | |
|------------------------------|--|-----------------------|-------------|--|-------------|
| | Sprinkler / Underground - Pre-pour 10,001-35,000 square feet | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| | Sprinkler / Underground - Pre-pour 35,001-75,000 square feet | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| | Sprinkler / Underground - Pre-pour 75,001-120,000 square feet | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| | Sprinkler / Underground - Weld 0-10,000 square feet | Per Occurrence / Trip | \$ 313.00 | | \$ 272.00 |
| | Sprinkler / Underground - Weld 10,001-35,000 square feet | Per Occurrence / Trip | \$ 470.00 | | \$ 409.00 |
| | Sprinkler / Underground - Weld 35,001-75,000 square feet | Per Occurrence / Trip | \$ 626.00 | | \$ 544.00 |
| | Sprinkler / Underground - Weld 75,001-120,000 square feet | Per Occurrence / Trip | \$ 940.00 | | \$ 817.00 |
| | Sprinkler / All Inspections on Projects > 120,000 Square Feet; 4 hour minimum | Per Occurrence / Trip | \$ 1,252.00 | | \$ 1,089.00 |
| | Each additional Hour | Per Hour | \$ 313.00 | | \$ 272.00 |
| | Fire Pumps | Per System | \$ 1,566.00 | | \$ 1,362.00 |
| | Fire Standpipe Systems | Per System | \$ 782.00 | | \$ 680.00 |
| | Fire Sprinkler System Supervision & Alarms | Per System | \$ 1,566.00 | | \$ 680.00 |
| | Smoke Controls (smoke & heat vents, barriers, enclosures, etc.) | Per System | \$ 940.00 | | \$ 1,362.00 |
| | Fire Water Tanks | Per Tank | \$ 940.00 | | \$ 817.00 |
| Automatic Fire Alarm Systems | Fire Alarm System Up to 10 Devices - base fee | | \$ 940.00 | | \$ 817.00 |
| | Additional Devices | Per Device | \$ 8.00 | | \$ 7.14 |
| | Alterations/ Repairs that include replacing the main control panel is considered a new system. | Per Hour | \$ 313.00 | | \$ 272.00 |

Construction Inspection Plan Check and Fees: Sprinkler Systems & Special Systems (continued)

| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
|----------------------------|---|------|--|----------------------------|--|----------------|
| Additional Inspection Fees | Outside of normal Inspection Hours: Minimum 2 hr Charge | | Inspection. Outside normal business hours (before 8am or after 5pm). 2-hour minimum. \$350.25/hour | \$ 701.00 | | \$ 609.00 |

Hazardous Material Permit Fees and Incident Cost Recovery

| Fee Group | Fee Description | Unit | Notes | 2020/21 Modified Fee (15%) | | FY 2020-21 Fee |
|---|--|--------|-------|----------------------------|--|----------------|
| Hazardous Material Fees (in accordance with CFC Table 105.6.20) | Dispense, Use and Handling 1-5 Chemicals | Annual | | \$ 871.00 | | \$ 757.00 |
| Hazardous Material Fees (in accordance with CFC Table 105.6.20) | Dispense, Use and Handling each additional 5 chemicals | Annual | | \$ 348.00 | | \$ 303.00 |
| Hazardous Material Fees (in accordance with CFC Table 105.6.20) | Storage 1-5 Chemicals | Annual | | \$ 522.00 | | \$ 454.00 |

The Finance Director has the authority to charge actual cost incurred including time, material, and overhead if a fee does not approximate actual cost incurred.

The Finance Director may establish procedures for evaluation of hardship requests for certain fees, where identified.

All operational permit fees are the minimum due at the time of application and includes the permit and one inspection. Additional fees charged at the standard inspection fee rate for inspection time exceeding 1 hour.

****Fee is for initial inspection and one reinspection per year. Fee for additional reinspections or legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof. Construction permits shall include initial review and one resubmittal. Additional reviews will be charged at the current hourly rate.**

Foster City Recreation Center and Community Center Rental Fees

Updated Fees Effective July 1, 2021

| Room | Day of the Week | Resident | Non-Resident |
|---|------------------------|------------------------|------------------------|
| Lagoon Room | Monday -Thursday | \$100/hr. | \$150/hr. |
| | Friday - Sunday | \$175/hr. (5 hr. min.) | \$250/hr. (5 hr. min.) |
| Administrative Fee | | \$25 (flat fee) | \$25 (flat fee) |
| Custodial Fee | For groups of over 100 | \$50 (flat fee) | \$50 (flat fee) |
| Lagoon Rm Kitchen Fee | | \$75 (flat fee) | \$75 (flat fee) |
| Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC), Sail (LCC). Conf (LCC) | Monday – Thursday | \$50/hr. | \$75/hr. |
| | Friday – Sunday | \$85/hr. | \$100/hr. |
| Bluebird Kitchen Fee | | \$100 (flat fee) | \$100 (flat fee) |
| Spray and Bow | Monday – Thursday | \$40/hr. | \$65/hr. |
| | Friday – Sunday | \$65/hr. | \$85/hr. |
| Wind (LCC) | Monday – Thursday | \$75/hr. | \$100/hr. |
| | Friday – Saturday | \$125/hr. (5 hr. min.) | \$180/hr. (5 hr. min.) |
| Patio (with Wind Room) | | \$100 (flat fee) | \$100 (flat fee) |
| VIBE- Kitchen, Small Activity Rm, and Patio | Monday – Sunday | \$72/hr. | \$88/hr. |
| The VIBE- (Entire Facility: includes Kitchen, Small Activity Rm, Main Floor, and Patio) | Monday – Sunday | \$150/hr. | \$200/hr. |
| Administrative Fee | | \$25 (flat fee) | \$25 (flat fee) |
| Custodial Fee | For groups of over 100 | \$50 (flat fee) | \$50 (flat fee) |

(LCC) = Library Community Center

- Deposit for Lagoon and VIBE is \$500.00; Deposit for Wind Room is \$350.00. Deposit for all other rooms is \$200.00
- Insurance fee required for all parties/receptions:
1 – 50 people \$ 115.00; 51+ people \$ 170.00
- Custodial fee of \$50 required for all parties/events larger than 100 (80 for LCC).
- First change to a facility and park rental is free. For additional changes (location and date), Renter will incur a \$10 charge per change.

Non-Profit Organization Fee Structure

Updated Fees Effective July 1, 2021

| Room | Day of the Week | Non-Profit Rate |
|---|---------------------|-----------------------|
| Lagoon Room | Monday – Thursday | \$55/hr. |
| | Friday – Sunday | \$75/hr. (5 hr. min.) |
| Administrative Fee | | \$25 (flat fee) |
| Custodial Fee | For groups over 100 | \$50 (flat fee) |
| Lagoon Rm. Kitchen Fee | | \$75 (flat fee) |
| Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC) Sail (LCC), Conf(LCC) | Monday – Thursday | \$35/hr. |
| | Friday – Sunday | \$50/hr. |
| Bluebird Kitchen Fee | | \$100 (flat fee) |
| Spray and Bow | Monday – Thursday | \$25/hr. |
| | Friday – Sunday | \$35/hr. |
| Wind (LCC) | Monday - Thursday | \$55/hr. |
| | Friday - Sunday | \$85/hr. |
| Administrative Fee | | \$25 (flat fee) |
| Custodial Fee | For groups over 100 | \$50 (flat fee) |

- To be eligible for this rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)
- Deposit and insurance fees still apply
- Insurance fee required for all parties/receptions: 1 – 50 people \$ 115.00; 51+ people \$170.00

FOSTER CITY FACILITY RENTALS- MATERIAL BASED FEES

| Recreation Center Material Fees | |
|---------------------------------|------------|
| Material | Fees |
| Coffee Maker* | \$10 |
| Air Pots | \$10 for 3 |
| Portable Coat Racks* | \$10 each |
| Portable Stage* | \$10 each |
| Podium* | \$10 |
| Microphone* | \$10 each |
| TV/DVD Combo | \$10 |
| Portable Screen | \$10 |
| CD Player* | \$10 |

| The Vibe & LCC Material Fees | |
|------------------------------|-----------|
| Material | Fees |
| BBQ Grill | \$15 |
| Patio Heater | \$15 each |
| Patio Umbrella | \$15 each |
| Cover for Pool Table | \$10 each |

Foster City School and Audubon Elementary School

Rental Fees

| Room | Day of the Week | Resident | Non-resident |
|-------------|-----------------|-----------|--------------|
| School MPRs | Monday-Thursday | \$50/hr. | \$95/hr. |
| | Friday-Sunday | \$110/hr. | \$135/hr. |

- Insurance fee required for all parties/receptions: 1-50 people \$115; 51+ people \$170

Foster City School and Audubon Elementary School

Rental Fees – Non-Profit

| Room | Day of the Week | Resident Non-Profit | Non-resident Non-Profit |
|-------------|-----------------|---------------------|-------------------------|
| School MPRs | Monday-Thursday | \$30/hr. | \$35/hr. |
| | Friday-Sunday | \$45/hr. | \$65/hr. |

- Insurance fee required for all parties/receptions: 1-50 people \$115; 51+ people \$170
- Deposit for School MPR Rooms is \$200.00
- To be eligible for the non-profit rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)
- To be eligible for the **resident** non-profit rate, a roster must be presented showing at least 51% of the group to be Foster City residents in addition to the non-profit letter
- Deposit and insurance fees still apply

Special Non-Profit Facility Rental Fees – Non-Profit

| Special Non-Profit Category | Rate |
|--|-----------|
| County-Wide Community Group | \$20/hr |
| Foster City Based Non-Profit Community Group | \$10/hr |
| City Use or City Affiliated Community Group | No charge |

Foster City Park Rental Rates
Updated Fees Effective July 1, 2021

| Park | Resident Rate | Non-Resident Rate | Insurance (required for all rentals if serving alcohol) |
|--|---|--------------------------|--|
| Gull, Marlin, Erckenbrack | \$75 Capacity 50 people | N/A | \$151 |
| Boothbay | 25-50 people \$125 51-100 people \$175 101-150 people \$225 | N/A | 25-50 people \$151 51-150 people \$185 |
| Leo Ryan Patio Area | \$75 Capacity 50 people | N/A | \$151 |
| Leo Ryan Amphitheater Four (4) hour maximum rental time | 1-50 people = \$100 flat fee 51-100 = \$125 flat fee 101-150 = \$175 flat fee 151-200 = \$225 flat fee | N/A | 25-50 people \$151 51-150 people \$185 |
| Leo Ryan Gazebo Two (2) hour maximum rental time | \$40 Capacity 25 people | N/A | \$151 |
| Leo Ryan Grass West | \$40 Capacity 25 people | N/A | \$151 |
| Bridgeview and Shorebird Park | \$40 Capacity 30 people | N/A | \$151 |
| Catamaran, Farragut | \$65 Capacity 30 people | N/A | \$151 |

**Inflatable jump house -\$30 administrative fee*

- First change to a facility and park rental is free. For additional changes (location and date), Renter will incur a \$10 charge per change.
- A \$25 cancellation fee will be charged for park rentals cancelled less than seven (7) calendar days in advance of the reservation.
- Rain Out Policy- Full refunds will be issued if it rains during a scheduled rental and makes the reserved area unusable. Park user must contact Parks and Recreation Department staff within the week following the date of the permit. Requests to cancel a permit due to the forecast of bad weather will not be granted without a \$25 cancellation fee.
- Damage reimbursement agreement.

Foster City Park Sports Fields Rental Rates

| | Foster City Youth Programs (Priority A & B Groups) | Resident Rate and Foster City Based Non-profits and Businesses (Priority C & D) | Non-Resident Youth and Teen Rate (Priority E) |
|------------------------------|---|--|--|
| Softball/ Baseball Fields | \$10/resident/season \$45/non-resident/season | \$15/hour/team, plus \$35/non-resident/season | \$35/hour |
| Soccer Fields | \$10/resident/season \$45/non-resident/season | \$20/hour per team, plus \$35 per non-resident/season | \$35/hour |
| Field Lights | \$30/hour | \$35/hour | \$35/hour |

PRIORITY SCHEDULE (In accordance with Foster City Municipal Code Section 12.16.090):

- A. City of Foster City sponsored activities
- B. Foster City youth organizations (AYSO, PYSC, FCLL, FCYSA, FCYBA), city community service organizations, and special interest clubs conducting business meetings or programs which are free and open to the public
- C. Foster City residents
- D. Foster City based non-profit organizations & businesses
- E. Non-city non-profit residents, clubs or organizations

Foster City Bocce Court Rental Rates

Resident and Non-Resident Rates

| | |
|--|----------|
| Court 1 | \$20/hr. |
| Court 2 | \$20/hr. |
| Insurance (required if serving alcohol) | \$151 |

Brewer Island Elementary School Gymnasium

Resident and Non-Resident Rates

| | |
|----------------------|----------------------|
| Gym | \$75/hr. |
| Liability Insurance* | \$1,000,000 coverage |

**coverage required for any and all use of the gymnasium*

Tennis Courts

Resident Groups/Organizations Only. No private rentals.

| | |
|--------------------|----------|
| Edgewater Court #1 | \$25/hr. |
| Edgewater Court #3 | \$25/hr. |
| Edgewater Court #4 | \$25/hr. |
| Edgewater Court #5 | \$25/hr. |
| Boothbay Court #1 | \$25/hr. |
| Boothbay Court #2 | \$25/hr. |

Foster City Tennis Club non-resident rate \$35 per year.

Pickleball Courts

Resident Groups/Organizations Only.

No private rentals.

| | |
|------------------------------|----------|
| Leo Ryan Pickleball Court #1 | \$25/hr. |
| Leo Ryan Pickleball Court #2 | \$25/hr. |
| Leo Ryan Pickleball Court #3 | \$25/hr. |
| Leo Ryan Pickleball Court #4 | \$25/hr. |
| Leo Ryan Pickleball Court #5 | \$25/hr. |
| Leo Ryan Pickleball Court #6 | \$25/hr. |

Citywide Special Event Fees

The goal of Special Event Fees is full cost recovery of events, while encouraging and supporting events that help promote a sense of community, enrich Foster City's culture and support the City's philosophy of inclusiveness and other values, by helping organizers A) lower costs and B) eliminate process burden and bureaucracy, where possible, without adding risks/unintended consequences.

| FEE TITLE | |
|---|--|
| Application Fee - Low Impact Events | \$1,021 |
| Application Fee - Recurring High Impact Events (See Definition) | \$2,009 |
| Application Fee – NonRecurring High Impact Events (See Definition) | \$3,349 |
| High Impact Recreation Center Day Fee | \$2,070 |
| Street Closure Approval Fee | \$1,155 |
| Boulevard Closure by City Staff | \$22,914 |
| Special Events Open to the General Public without an entrance cost - Discount for Foster City Based Organizers (See Definition) | 50% off Non-Permit fees up to \$10,000 cap |
| Special Events Open to the General Public without an entrance cost - Discount for Organizers Not Based in Foster City | 25% off Non-Permit fees up to \$5,000 cap |

DEFINITIONS

- Recurring Event - For the purpose of this fee, a "Recurring Event" is an event that has been held in Leo Ryan Park for at least the previous three (3) years without incident and has an anticipated attendance of under 3,000 people.
- Foster City Based Organizer – For the purpose of this discount, a "Foster City Based Organizer" maintains a physical presence (e.g., an office) in Foster City and its membership is at least 51% Foster-City based.

| | | | | | |
|---|---------------------|--|--|--|---------------------|
| City of Foster City / Estero Municipal Improvement District | | | | | |
| FY 2021-2022 Staff Billing Rate | | | | | |
| | | | | | |
| | FY 2021-2022 | | | | FY 2021-2022 |
| City Clerk/Communications Department | Billing Rate | | | Human Resources Department | Billing Rate |
| Communication Manager | \$ 117 | | | Human Resources Analyst | \$ 135 |
| Communications Director / City Clerk | \$ 233 | | | Human Resources Director | \$ 275 |
| Deputy City Clerk | \$ 117 | | | Sr. Human Resources Analyst | \$ 164 |
| Office Assistant | \$ 63 | | | Office Assistant | \$ 95 |
| Social Media / Communication Assistant | \$ 106 | | | | |
| City Manager Department | | | | Public Works Department | |
| City Manager | \$ 335 | | | Parks Maintenance Lead Worker | \$ 167 |
| Management Analyst I | \$ 135 | | | Parks Maintenance Manager | \$ 235 |
| Management Coordinator | \$ 118 | | | Parks Maintenance Worker I | \$ 129 |
| Principal Management Analyst | \$ 171 | | | Parks Maintenance Worker II | \$ 149 |
| Information Technology Manager | \$ 190 | | | Parks/Facility Manager | \$ 273 |
| Sr. Systems Analyst | \$ 161 | | | Administrative Assistant | \$ 179 |
| Administrative Assistant | \$ 159 | | | Associate Civil Engineer | \$ 219 |
| Building Services Coordinator | \$ 141 | | | Director of Public Works | \$ 299 |
| Deputy City Manager | \$ 299 | | | Engineering Manager | \$ 273 |
| Management Coordinator | \$ 170 | | | Management Coordinator | \$ 182 |
| Office Assistant | \$ 130 | | | Office Assistant I/II | \$ 164 |
| Recreation Coordinator | \$ 175 | | | | |
| Recreation Manager | \$ 235 | | | Public Works Maintenance Lead Worker | \$ 219 |
| Community Development Department | | | | Public Works Maintenance Manager | \$ 273 |
| Assistant Planner | \$ 190 | | | Public Works Maintenance Superintendent | \$ 244 |
| Associate Planner | \$ 219 | | | Public Works Maintenance Worker I/II | \$ 190 |
| Building Inspector | \$ 219 | | | Senior Engineering Technician | \$ 190 |
| Building Permit Technician | \$ 135 | | | Principal Management Analyst | \$ 249 |
| Chief Building Official | \$ 273 | | | Vehicle Maintenance Worker I | \$ 134 |
| Code Enforcement Officer | \$ 109 | | | Mechanic I | \$ 165 |
| Community Development Director | \$ 299 | | | Equipment Maintenance Worker | \$ 147 |
| Management Analyst I | \$ 164 | | | Building and Vehicle Maintenance Manager | \$ 235 |
| Management Assistant | \$ 135 | | | Building Maintenance Lead Worker | \$ 166 |
| Office Assistant I/II | \$ 109 | | | Building Maintenance Worker I | \$ 134 |
| Planning Manager | \$ 273 | | | Building Maintenance Worker II | \$ 150 |
| Principal Bldg Inspector | \$ 270 | | | Senior Engineer | \$ 264 |
| Senior Bldg Inspector | \$ 244 | | | | |
| Senior Planner | \$ 244 | | | Police Department | |
| Financial Services Department | | | | Management Analyst I | \$ 120 |
| Accountant I | \$ 100 | | | Police Captain | \$ 244 |
| Assistant Finance Director | \$ 176 | | | Police Chief | \$ 273 |
| Finance Director | \$ 228 | | | Police Corporal | \$ 171 |
| Financial Services Manager | \$ 169 | | | Police Dispatch Supervisor | \$ 160 |
| Office Assistant II | \$ 76 | | | Police Dispatcher | \$ 133 |
| Senior Accountant | \$ 142 | | | Police Lead Dispatcher | \$ 149 |
| Sr/Accounting Specialist | \$ 86 | | | Police Lieutenant | \$ 215 |
| Fire Department | | | | Police Officer | \$ 148 |
| | SMC Fire | | | Police Records Specialist | \$ 93 |
| | Department Staff | | | Police Records Supervisor | \$ 126 |
| | Rate | | | Police Recruit | \$ 131 |
| | | | | Police Sergeant | \$ 186 |
| | | | | Sr. Comm. Services Officer | \$ 96 |
| Staff billing rates were updated in FY 2017-2018 as part of the May 2017 Capital Accounting Partner User Fee Study and adjusted annually thereafter for cost escalation. A copy of the User Fee Study can be found at https://www.fostercity.org/finance/page/master-fees-and-service-charges-schedule | | | | | |



Police Department - Fine Schedule FY 2020-2021

| Code | Section | Fine | Penalty | Description |
|-------------|----------------------|-------------|----------------|---------------------------------|
| 27600 | 27600 CVC | \$38.00 | \$42.00 | MUDGUARD REQ \$10/PROOF CORR |
| 22522 | 22522 CVC | \$328.00 | \$42.00 | OBSTRUCTING HANDICAPPED RAMP |
| 10207G | 10.207 (G) UFC | \$38.00 | \$42.00 | FIRE LANE/POSTED |
| 4457 | 4457 CVC | \$123.00 | \$42.00 | STOLEN/LOST CARDS OR PLATES |
| 1032060 | 10.32.060 MO | \$38.00 | \$42.00 | FOR SALE SIGN |
| 1044040 | 10.44.040 MC | \$38.00 | \$42.00 | LOADING ZONE, COMMERCIAL |
| 225078 | 22507.8 CVC | \$328.00 | \$42.00 | DISABLED PARKING |
| BOUNCE | NSF FEE | \$15.00 | \$0.00 | RETURNED CHECK FEE |
| 1032030C | 10.32.030 (C) MO | \$38.00 | \$42.00 | RED ZONE |
| 225078C2 | 22507.8(C) (2)CVC | \$328.00 | \$42.00 | PARKED IN HASH MARKS |
| 22500B | 22500 (B) CVC | \$38.00 | \$42.00 | CROSSWALK |
| 41525 | 41525 CVC | \$123.00 | \$42.00 | FOREIGN REG \$10 W/PROOF CORR |
| 1032170 | 10.32.170 MO | \$38.00 | \$42.00 | GREEN ZONE - 24 MIN PKG |
| 22500A | 22500 (A) CVC | \$38.00 | \$42.00 | WITHIN AN INTERSECTION |
| 24951B | 24951 (B) CVC | \$38.00 | \$42.00 | TURN SIGNALS \$10 W/PROOF CORR |
| 267085 | 267085 CVC | \$38.00 | \$42.00 | TINTED WINDOWS \$10 W/PRF CORR |
| 1032070 | 10.32.070 MO | \$38.00 | \$42.00 | REPAIR ON THE STREET |
| 1044050 | 10.44.050 MO | \$38.00 | \$42.00 | PASSENGER LOADING ZONE |
| 22500D | 22500 (D) CVC | \$38.00 | \$42.00 | 15 FT. OF FIREHOUSE |
| 1032040 | 10.32.040 MO | \$38.00 | \$42.00 | PARKING ON PARKWAYS PROHIBITED |
| 21210 | 21210 CVC | \$38.00 | \$42.00 | BICYCLE ON SIDEWALK |
| 620010 | 62.00.10 MO | \$38.00 | \$42.00 | FIRE LANE |
| 27155 | 27155 CVC | \$38.00 | \$42.00 | NO GAS CA-\$10 W/PROOF OF CORR |
| 22500K | 22500 (K) CVC | \$38.00 | \$42.00 | BRIDGE |
| 1032250 | 10.32.250 MO | \$38.00 | \$42.00 | NO STOPPING ZONE |
| 22500E | 22500 (E) CVC | \$38.00 | \$42.00 | BLOCKING A DRIVEWAY |
| 932020 | 9.32.020 EMIDC | \$38.00 | \$42.00 | NO PKG 1:00 AM TO SUNRISE |
| 21113A | 21113 (A) CVC | \$38.00 | \$42.00 | DRIVE/PARK ON PUBLIC GROUNDS |
| 22502A | 22502 (A) CVC | \$38.00 | \$42.00 | PARKED WITHIN 18IN OF CURB |
| 224206A | 224206 (A) CVC | \$38.00 | \$42.00 | VENDING IN VISTA AREA |
| 22523A/B | 22523 A/B CVC | \$123.00 | \$42.00 | ABANDONED VEHICLE |
| 1032252 | 10.32.252 MO | \$38.00 | \$42.00 | RESTR PKG-OVERSIZED VEH |
| 1032252A | 10.32.252 (A) MO | \$38.00 | \$42.00 | RESTRICTED PARKING |
| 5204 | 5204 CVC | \$38.00 | \$42.00 | NO TABS-\$10 W/PROOF CORRECTION |
| 44625 | 4462.5 CVC | \$123.00 | \$42.00 | FALSE EVIDENCE OF REG-\$10/PRF |
| 1032150 | 10.32.150 MO | \$38.00 | \$42.00 | CITY PROPERTY POSTED |
| 5201F | 5201 (F) CVC | \$38.00 | \$42.00 | PLATES COVERED-\$10 W/PRF CORR |
| 1044020C | 10.44.020(C) MC | \$38.00 | \$42.00 | PARKING OVER 3 MINUTES |
| 22504 | 22504 CVC | \$38.00 | \$42.00 | ON A HIGHWAY |
| 225078C | 22507.8 (C) CVC | \$328.00 | \$42.00 | HANDICAP UNLOADING ZONE |

| Code | Section | Fine | Penalty | Description |
|----------|------------------|----------|---------|---------------------------------|
| 5202 | 5204 CVC | \$38.00 | \$42.00 | IMPROP DISPLAY OF PLT-\$10/PRF |
| 225078A | 22507.8 (A) CVC | \$328.00 | \$42.00 | HANDICAPPED PARKING |
| 22500F | 22500 (F) CVC | \$38.00 | \$42.00 | PARKING ON SIDEWALK |
| 22500G | 22500 (G) CVC | \$38.00 | \$42.00 | NEAR EXCAVATION |
| 26709A | 26709 (A) CVC | \$38.00 | \$42.00 | MIRRORS REQ \$10 W/PROOF CORR |
| 1049020 | 10.49.020 MO | \$38.00 | \$42.00 | COMMERCIAL VEH PROHIBITED |
| XXXX | XXXX | \$0.00 | \$0.00 | ORIGINAL CITATION NOT RECEIVED |
| 5201 | 5201 CVC | \$38.00 | \$42.00 | POS OF PLATES \$10 W/PROOF CORR |
| 58 | 58 EMID | \$38.00 | \$42.00 | NO PKG 1 AM TO SUNRISE |
| 1032030D | 10.32.030 (D) MO | \$38.00 | \$42.00 | POSTED NO PARKING |
| 22515A | 22515 (A) CVC | \$38.00 | \$42.00 | UNATTENDED RUNNING VEHICLE |
| 5200 | 5200 CVC | \$38.00 | \$42.00 | DISPLAY OF PLATES-\$10/PROOF |
| ADMINFEE | ADMIN FEE | \$25.00 | \$0.00 | ADMINISTRATIVE FEE |
| 1032140 | 10.32.140 MO | \$38.00 | \$42.00 | COMM VEHICLE RESIDENTIAL DIST |
| 21116A | 21116 (A) CVC | \$38.00 | \$42.00 | LEVEE/CANAL BANK |
| 24607A | 24607 (A) CVC | \$38.00 | \$42.00 | REAR REFLECTORS \$10 W/PRF CORR |
| 10322251 | 10.32.225(1)D MO | \$38.00 | \$42.00 | TRAILER ON CITY STREET |
| 26710 | 26710 CVC | \$38.00 | \$42.00 | WINDSHIELD REQ \$10 W/PRF CORR |
| 27465B | 27465 (B) CVC | \$38.00 | \$42.00 | LOW TIRE TREAD-\$10/PROOF CORR |
| EFFDATE | 20110101 | \$0.00 | \$0.00 | EFFECTIVE DATE OF FINES |
| 22502 | 22502 CVC | \$38.00 | \$42.00 | MUST PK IN DIRECT FLOW TRAFF |
| 1017010 | 10.17.010 MO | \$38.00 | \$42.00 | FIRE LANE |
| 22502E | 22502 (E) CVC | \$38.00 | \$42.00 | WITHIN 18 INCHES OF CURB |
| 22500L | 22500 (L) CVC | \$328.00 | \$42.00 | PKDED RED ZONE HND CAP RAMP |
| 226510 | 22651 (O) CVC | \$123.00 | \$42.00 | REG EXPIRED - 1 YR & 1 DAY |
| 22520 | 22520 CVC | \$38.00 | \$42.00 | ON FREEWAY |
| 22500C | 22500 (C) CVC | \$38.00 | \$42.00 | BETWEEN ZONE AND CURB |
| 1032050 | 10.32.050 MO | \$38.00 | \$42.00 | OVER 72 HOURS |
| 1032130 | 10.32.130 MC | \$38.00 | \$42.00 | NO STOP/STAND/PARK |
| 10206 | 10.206 UFC | \$38.00 | \$42.00 | FIRE HYDRANT/PRIVATE PROPERTY |
| 22505 | 22505 CVC | \$38.00 | \$42.00 | POSTED NO PARKING |
| 22500J | 22500 (J) CVC | \$38.00 | \$42.00 | TUNNEL |
| 1032030F | 10.32.030 (F) MO | \$38.00 | \$42.00 | TRAFFIC HAZARD |
| 22500I | 22500 (I) CVC | \$38.00 | \$42.00 | LOADING ZONE |
| 4462B | 4462 (B) CVC | \$123.00 | \$42.00 | WRONG PLATES ON VEH-\$10/PROOF |
| 24953A | 24953 (A) CVC | \$38.00 | \$42.00 | TURN SIGNALS \$10 W/PRF CORR |
| CORRAMT | CORRECTABLE AMT | \$10.00 | \$0.00 | CORRECTABLE AMOUNT |
| 225001 | 22500.1 CVC | \$38.00 | \$42.00 | FIRE LANE |
| 22514 | 22514 CVC | \$38.00 | \$42.00 | PARKED W/IN 15 FT OF HYDRANT |
| 22500H | 22500 (H) CVC | \$38.00 | \$42.00 | DOUBLE PARKED |
| 4000A | 4000 (A) CVC | \$123.00 | \$42.00 | UNREG VEHICLE-\$10 W/PRF CORR |
| 4461B | 4461 (B) CVC | \$123.00 | \$42.00 | IMPROPER USE OF TABS-\$10/PROOF |
| 5201G | 5201 (G) CVC | \$38.00 | \$42.00 | OBSTRUCT PLATE |

| Code | Section | Fine | Penalty | Description |
|-------------|-----------------|-------------|----------------|--------------------------------|
| 4464 | 4464 CVC | \$38.00 | \$42.00 | ALTERED LIC PLATE \$10/PROOF |
| 1032251D | 10.32.251(D) MO | \$38.00 | \$42.00 | TRAILER/BOAT PUBLIC ST |
| 22521 | 22521 CVC | \$38.00 | \$42.00 | PKD W/IN 7 1/2 FT OF R/R TRACK |
| 1032251E | 10.32.251(E) MO | \$38.00 | \$42.00 | CAMPER EQUIPMENT |
| 1032020 | 10.32.020 MO | \$38.00 | \$42.00 | RESTRICTED PARKING |
| 1232020 | 12.32.020 FCMD | \$38.00 | \$42.00 | NO PKG 1:00 AM TO SUNRISE |
| 4458 | 4458 CVC | \$123.00 | \$42.00 | STOLEN PLATE |



DATE: May 10, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Peter Pirnejad, City/District Manager

FROM: Edmund Suen, Finance Director
Mimi Lam, Accounting Manager

SUBJECT: UPDATES TO MASTER FEES AND SERVICE CHARGES SCHEDULE
FOR FY 2021-2022

RECOMMENDATION

It is recommended that the City Council/EMID Board provide policy direction, by Minute Order, regarding changes to the Master Fees and Service Charges Schedule as part of the FY 2021-2022 budget.

EXECUTIVE SUMMARY

City/District staff is recommending changes to the Master Fees and Service Charges Schedule (Schedule). A 2% increase in most fees is recommended to as cost recovery for increases in personnel costs and services and supplies costs that support the provision of services. On March 29, 2021, the EMID Board approved proposed water rate increases for Proposition 218 noticing. The Community Development Department is proposing a new processing fee for construction permits and new flat rate fees for the Building Division to more appropriately recover costs for materials and staff time associated with specific projects. The Parks and Recreation Division is proposing fee amendments for the use of the City's sports field and the Leo J. Ryan Park amphitheater and rental fees for two new rental sites at Leo J. Ryan Park. A new outgoing wire fee of \$60 per wire is recommended in Miscellaneous section of the Schedule.

BACKGROUND

As part of the annual budget process, the City Council/EMID Board reviews the Master Fees and Service Charges Schedule. The schedule includes all services and charges that are charged by the City/District in providing services to the community. It also includes fees assessed and approved by San Mateo Consolidated Fire Department as the fire services provider for Foster City, Belmont, and San Mateo. Fees such as building permit fees, encroachment permits, inspections, fingerprinting, water meters, copying and duplication charges are examples of the type of fees charged to residents and businesses. The Schedule is subject to a public hearing prior to adoption. The City Council/EMID Board has historically reviewed the schedule as part of its Annual Budget Study Session held in May each year. Based upon City Council/EMID Board direction, City/District staff will prepare the necessary staff report regarding changes to the Master Fees and Service Charges Schedule and publishes the proper notices for a public hearing to be held at the June 7, 2021 regular meeting. At the conclusion of the public hearing, the City Council/EMID Board then adopts the Master Fees and Service Charges Schedule, which goes into effect on July 1, 2021, except for development fees which can take effect 60 days after adoption.

In accordance with State law, all service-related fees are to be based upon the costs of providing such services. The basis for many of the fees in the Schedule is from the cost allocation plan and fee study that was performed in 2017 and adjusted annually for normal cost escalation and inflation incurred by the City/District.

ANALYSIS

The proposed Master Fees and Service Charges Schedule for FY 2021-2022 is provided in Attachment 1 and includes proposed staff billing rates for fees that are calculated on a time and materials basis.

Overall Increases

The recommendation is that most fees be raised by 2% based on the higher costs of providing services by the City/District; which is driven primarily from increased personnel costs, as well as cost of supplies and services that support the delivery of those services to the community as included in the FY 2021-2022 Preliminary Budget.

Utility Rates – Water and Wastewater Services

At the March 29, 2021 Budget Study Session, the EMID Board reviewed a Water and Wastewater Rate Analysis. Various adjustments were recommended by District staff, including an increase of 2.9% for base water rates and an increase of 4% for water meter charges. At the conclusion of that March 29 meeting, the Board gave direction for

staff to proceed with a Proposition 218 noticing of the recommended rates for a June 7, 2021 public hearing.

Department Fees – Community Development Department

In addition to the 2% general increase for most fees, the Community Development Department is proposing additions and adjustments for various fees. These adjustments are presented in report detail in Attachment 2.

Department Fees – Parks and Recreation Divisions

In addition to the 2% general increase for most fees, the Recreation Division is proposing fee amendments for 1) the use of sports field and Leo J. Ryan Park amphitheater; 2) the additions of two new rental sites at Leo J. Ryan Park to accommodate demand for reservable spaces. These adjustments are presented in report detail in Attachment 3.

Miscellaneous Fees – Outgoing Wire

Staff is recommending a new outgoing wire fee of \$60 for the recovery of costs associated with requests for this payment option.

FISCAL IMPACT

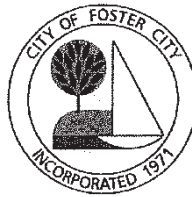
If the Master Fees and Service Charges Schedule is adopted on June 7, 2021, it will become effective July 1, 2021, except for development fees which can take effect 60 days from the adoption date.

CITY COUNCIL VALUE/PRIORITY AREA

This item is in alignment with City Council's Vision Statement for a Sustainable Foster City under the economic sustainability framework.

Attachments:

- Attachment 1 - Proposed Master Fees and Service Charges Schedule for FY 2021-2022
- Attachment 2 - Community Development Recommended Changes to its Fees and Charges
- Attachment 3 - Parks and Recreation Recommended Changes to its Fees and Charges



DATE: May 10, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Marlene Subhashini, Community Development Director
Sofia Mangalam, Planning Manager
Martin Cooper, Chief Building Official

SUBJECT: PROPOSED TEXT CHANGES TO THE COMMUNITY DEVELOPMENT
MASTER FEES & SERVICE CHARGES SCHEDULE – FY2021–2022

RECOMMENDATION

It is recommended that the City Council approve the proposed changes to the Master Fees Schedule for the Community Development Department as part of the FY2021–2022 budget.

EXECUTIVE SUMMARY

The Community Development Department recommends amending the FY2021-2022 Master Fee Schedule:

- a. To clean-up the existing text language as part of the 2021-2022 Master Fees Schedule to include revised headings and descriptive language to the existing fees for the Planning Division; and
- b. To include a new processing fee collected for applications for construction permits along with new flat rate fees for the Building Division. These changes are recommended to more appropriately recover costs for materials and staff time associated with specific projects.

BACKGROUND & ANALYSIS

The City's adopted Master Fee Schedule includes a list of fees for various services that the City provides to its residents and customers. Specific to Planning Division, the schedule includes fees for planning, zoning, and subdivision activities. In the [current master fee schedule](#), there are 27-line items under the Planning Division (CDP-01 through CDP-27), and the most commonly planning activities that warrant collection of fees amongst others are as follows:

- Preliminary Project Review
- General Plan Amendment Review
- Zoning Text/Zoning Map Review
- Use Permit Review
- Use Permit Modification
- Architectural Review
- Sign Use Permit

Within these planning activities, the amount of deposit to be collected depends on whether the specific action warrants staff level approval (administrative) or approval from Planning Commission/City Council.

Last year because of City Hall closure due to COVID-19, staff started accepting planning applications and associated permit fees online via eTRAKiT. It was noticed that some of the applicants were paying the wrong fee amounts when submitting applications for planning projects. Staff had to either issue refunds or void certain applications. In order to resolve this issue, staff had to temporarily disable the online payment functionality in eTRAKiT. Upon review of the Master Fee Schedule, it was observed that certain fees are confusing for the applicants and do not align with the most common planning actions outlined above.

This led staff to do a comprehensive review of the Master Fee Schedule and propose text clean-up to include revised headings and descriptive language to existing fees to make it more user-friendly for residents applying for permits online. The proposed changes involve revising headings for certain fee types to align with the language from Foster City Municipal Code e.g., *Property Improvement* to *Use Permit Modifications* and *Major New Development* changed to *Use Permit*. These changes align with the Foster City Municipal Code and applications intake. Line item, *CDP-14 (Amendments to approved plans per Sec. 17.06.030 of Title 17 of the Foster City Municipal Code)* was deleted as it referred to Administrative Architectural Review Fees, which is now included under line item *CDP-06 (Use Permit Modifications)*.

Line items *CDP-09 (Sign Use Review)* and *CDP-23 (Sign Design Review)* were combined under one (1) line item *CDP-09 (Sign Use Permit)* with three (3) sub line items, including administrative review, Planning Commission review and permits for Temporary/Promotional/Public Convenience Sign Review. In addition, staff has included references to Foster City Municipal Code sections and examples of permit types under sub line items in *CDP-06, CDP-07 and CDP-08* instances for further clarity.

City charges park-in-lieu fee for as a condition of approval of a final subdivision map for real property which (a) has not previously been subdivided, or (b) has previously been subdivided but for which no dedication or payment has been required by the city (FCMC Section 16.36.100). The fee was established in 1984, to ensure that new residential developments contribute to the City's park system with park land dedication, credit for on-site facilities or in-lieu fee payments. These fees were mostly part of Development Agreements and paid for by the developer prior to building permit issuance. Even though

the City was charging these fees, it did not get included in the Master Fee Schedule. Staff has now included it as a new line item under *CDP-26 Park-in-Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of the Foster City Municipal Code)*.

Additional text amendments involve adding two imperative footnotes. For large-scale projects, staff experienced that deposits do not cover the full costs of providing technical services/studies by consultants, including Environmental Impact Reports (EIR), Traffic studies etc., and city staff hours. As a result, staff needs to request for replenishment of funds involving numerous calls/emails to the applicant, taking up more staff time. Thus, staff recommends adding these two footnotes that would result in more efficient use of staff time.

- EIR and other technical consultant contracts for a project shall be paid in full by the applicant.
- When the account balance goes negative, the request to replenish funds shall be paid in full by the applicant within five (5) business days. If the payment is not paid in full, the project will be put on hold.

Planning staff is not proposing any modifications to any of the fee amounts, and the proposed changes are limited to text changes and clean-up language for additional clarity.

Building Fees

Permits related to construction improvements are processed by the Building Division. Fees are paid by the applicant, on a cost recovery basis in conformance with California Government Code section 17951(c). Costs related to permit fees include department overhead, Staff time spent in processing, reviewing the plans and construction documents, and site inspection during the various construction phases. Employee cost is salary and benefits plus citywide and departmental overhead as shown in the Finance Department Productive Rate Schedule for Fiscal Year 2021-2022.

The 2017 User Fee Study conducted by Capital Accounting Partners, LLC recommended that the construction permit fees more accurately represent the full costs of providing services. The proposed new construction permit fee amounts fees will help more closely reflect cost.

The proposed Permit Processing Fee is to recover costs of the Building Permit Technician for permits where a plan check fee is not required (such as those permits for repairs, mechanical, electrical and plumbing). Currently plan check fees are not assessed on these types of permits. The Permit Processing Fee would allow for recovery of 20 minutes processing time regardless if the application was submitted in-person or online. Based on the productive hourly rate of \$135 for the Building Permit Technician, this translates to a \$45 flat rate. Through the first eight months of the 2020-2021 Fiscal Year the Building Inspection Division Permit Technicians processed 926 permit applications, of which 825 permit applications were submitted in electronic format, and issued 1,425 permits in the same fiscal period. Of the 1,425 permits, 355 permits did not require a plan check fee. If

the proposed Permit Processing Fee were applied to these 355 permits, \$15,975 would have been collected to recover costs.

The proposed kitchen and single bathroom building permit flat fee is proposed to more efficiently recover city costs without staff having to verify the valuation of the project. This proposed flat fee would be assessed for kitchen and single bath remodels that would be non-structural, replacing cabinets and fixtures, same lay out and square footage.

For the last three fiscal years for kitchen and bath permits there were 120 permits for kitchen remodels with a total valuation of \$3,181,017 averaging \$26,508; there were 177 permits for bath remodels with the total valuation of \$305,913 averaging \$17,265. To recover costs of inspection at the productive rate of \$220 per inspection, the valuation for kitchen remodel is calculated at \$30,000 (same layout with no structural changes), and the minimum valuation for a single bathroom remodel is calculated at \$20,000 (same layout with no structural changes). Given 20 minutes per inspection spot, that would be approximately 1½ hours (1 hour 40 mins) of inspection time per kitchen remodel permit and 1½ hours (1 hour 20 mins) of inspection time per single bathroom remodel permit. This translates to \$367 flat rate for kitchen remodel permits and \$294 flat rate for single bathroom remodel permits. This equates to 4 inspection stops plus office review and record keeping for kitchens and 3 inspections stops plus office review and record keeping for bathrooms.

Table 1 summarizes the proposed changes to the FY 2021-2022 Master Fees and Service Charges Schedule for Building and Planning Divisions under Community Development Department (striethrough denotes deletion and underline denotes insertion/inclusion):

Table 1: Proposed Master Fee Schedule Changes

| Existing Master Fee Schedule | Proposed Changes | Revised Master Fee Schedule | Fees |
|----------------------------------|--|--|--|
| CDP-05 Rezoning Fees | CDP-05 Rezoning Fees Zoning Text/Map Amendment Fees | CDP-05 Zoning Text/Map Amendment Fees | Actual Cost* Subject to minimum \$5,000 Deposit at time of filing |
| CDP-06 Property Improvement Fees | CDP-06 Property Improvement Use Permit <u>Modification</u> Fees | CDP-06 Use Permit Modification Fees | |
| | a. <u>Administrative Minor Use Permit Modification (e.g. paint change, landscape modifications, prototype amendments and</u> | a. Administrative Use Permit Modification (e.g. paint change, landscape modifications, prototype amendments and other improvements | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |

| | | | |
|-----------------------------------|---|--|---|
| | <u>other improvements per Section 17.06.030 of Title 17 Zoning of Foster City Municipal Code)</u> | per Section 17.06.030 of Title 17 Zoning of Foster City Municipal Code) | |
| | b. <u>Administrative Major Use Permit Modification (e.g. Façade and site improvements)</u> | b. Administrative Major Use Permit Modification (e.g. Façade and site improvements) | Actual Cost* Subject to minimum \$3,000 Deposit at time of filing |
| | c. <u>Planning Commission/City Council Use Permit Modification (e.g. Use Permit list, façade upgrades to existing commercial/office buildings)</u> | c. Planning Commission/City Council Use Permit Modification (e.g. Use Permit list, façade upgrades to existing commercial/office buildings) | Actual Cost* Subject to minimum \$3,000 Deposit at time of filing |
| CDP-07 Major New Development Fees | CDP-07 Major New Development Use Permit Fees | CDP-07 Use Permit Fees | |
| | a. <u>Administrative Use Permit (e.g. changes to existing wireless facility)</u> | a. Administrative Use Permit (e.g. changes to existing wireless facility) | Actual Cost* Subject to a minimum \$750 Deposit at time of filing |
| | b. <u>Planning Commission/City Council Use Permit (e.g. Residential Additions to Waterfront properties, Conditional Use Permits, new wireless facility)</u> | b. Planning Commission/City Council Use Permit (e.g. Residential Additions to Waterfront properties, Conditional Use Permits, new wireless facility) | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing |
| | c. <u>Use Permit accompanying Specific Development Plan per Section 17.36.050 Title 17 Zoning of Foster City Municipal Code</u> | c. Use Permit accompanying Specific Development Plan per Section 17.36.050 Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing |

| | | | |
|---|---|---|--|
| | | | |
| | d. <u>Density Bonus Fees per Section 17.86.040 of Title 17 Zoning of Foster City Municipal Code</u> | d. Density Bonus Fees per Section 17.86.040 of Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |
| CDP-08 Architectural Review Fees (Excluding Solar Panels, which are exempt) | <i>No changes to the heading</i> | | |
| A) Administrative Architectural Review - Minor Property Improvements | A) <u>a. Administrative Minor Architectural Review - Minor Property Improvements (e.g. windows, decks, fences, front yard paving, skylights, accessory structures)</u> | a. Administrative Minor Architectural Review (e.g. windows, decks, fences, front yard paving, skylights, accessory structures) | Actual Cost* Subject to a minimum \$750 Deposit at time of filing |
| B) Administrative Architectural Review - Addition | B) <u>b. Administrative Major Architectural Review —Addition (e.g. additions to non-waterfront homes or residential additions less than 400 SF)</u> | b. Administrative Major Architectural Review (e.g. additions to non-waterfront homes or residential additions less than 400 SF) | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing |
| C) Planning Commission Architectural Review | C) <u>c. Planning Commission Architectural Review per Section 2.28.100 of Title 2 of the Foster City Municipal Code</u> | c. Planning Commission Architectural Review per Section 2.28.100 of Title 2 of the Foster City Municipal Code | Actual Cost*, subject to a minimum \$3,000 deposit at time of filing |
| CDP-09 Sign Use Review (NOTE 1) | CDP-09 Sign Use Review (NOTE 1) | CDP-09 Sign Review (NOTE 1) | |
| | a. <u>Administrative Sign Use Permit</u> | a. Administrative Sign Permit | \$323.05 |
| a. Planning Commission Review/Sign Use Permit | a) <u>b. Planning Commission Review/Sign Use Permit</u> | b. Planning Commission Review/Sign Use Permit | Actual Cost* Subject to a minimum \$1,500 Deposit at time of filing |
| | c. <u>Temporary/Promotional/Public Convenience Sign</u> | c. Temporary/Promotional/ Public Convenience Sign | \$107.60 |

| | <u>Review</u> | Review | |
|---|---|---|--|
| CDP-14 Amendments to approved plans per Sec. 17.06.030 of Title 17 of the Foster City Municipal Code | CDP-14 Amendments to approved plans per Sec. 17.06.030 of Title 17 of the Foster City Municipal Code | | |
| | a. Amendment to approved development plan(s) in all zoning districts except R-1, R-2, and R-1/PD but including all common areas in R- 1/PD Districts | | |
| | b. Amendment to approved plans after issuance of original permit for all projects originally processed under S-8 or S-10 above or a minor amendment to an approved landscape plan in any district such as a removal/replacement of a small amount of landscaping | | |
| CDP-15 Zoning Compliance Letter | Renumbered | CDP-14 Zoning Compliance Letter | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-16 Development Agreement | Renumbered | CDP-15 Development Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-17 Disposition and Development Agreement | Renumbered | CDP-16 Disposition and Development Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-18 Owner Participation Agreement | Renumbered | CDP-17 Owner Participation Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-19 Subdivision Map Fees | Renumbered | CDP-18 Subdivision Map Fees | |
| CDP-20 Temporary Use Permit | Renumbered | CDP-19 Temporary Use Permit | |
| CDP-21 Code Enforcement | Renumbered | CDP-20 Code Enforcement | |
| CDP-22 Penalty Fee | Renumbered | CDP-21 Penalty Fee - | |

| | | | |
|---|---|---|--|
| - Planning Division (per Section 17.06.175 of Title 17 of the Municipal Code) | | Planning Division (per Section 17.06.175 of Title 17 of the Municipal Code) | |
| CDP-23 Sign Design Review Fees (NOTE 1) | Moved under CDP-09 | | |
| CDP-24 Photography / Filming Temporary Use Permit Processing Fee | Renumbered | CDP-22 Photography / Filming Temporary Use Permit Processing Fee | \$354.55 |
| CDP-25 Interdepartmental Evaluation Committee Review of Proposals by Persons, Businesses and Organizations Located Outside of Foster City (Excluding Land Use and Photography / Filming Temporary Use Permit see S-122 above) | Renumbered | CDP-23 Interdepartmental Evaluation Committee Review of Proposals by Persons, Businesses and Organizations Located Outside of Foster City (Excluding Land Use and Photography / Filming Temporary Use Permit see S-122 above) | \$118.00 |
| CDP-26 Affordable Housing Commercial Linkage Fees for Nonresidential Development Projects (Fee per Square Foot of Net New Gross Floor Area) | Renumbered | CDP-24 Affordable Housing Commercial Linkage Fees for Nonresidential Development Projects (Fee per Square Foot of Net New Gross Floor Area) | Hotel \$12.50 Retail, Restaurant and Services \$6.25 Office , Medical Office and Research and Development Uses \$27.50 |
| CDP-27 Annual Wireless Facilities Site License (Per Site) | Renumbered | CDP-25 Annual Wireless Facilities Site License (Per Site) | \$270.00 |
| | <u>CDP-26 Park in Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of Foster City Municipal Code)</u> <u>The fees shall be</u> | CDP-26 Park in Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of Foster City Municipal Code) The fees shall be | |

| | | | |
|--|--|--|----------------|
| | <u>computed based on fair market value of land that would otherwise have been dedicated, and at a ratio of five acres per one thousand project residents. Project residents shall be computed as provided in Section 16.36.040. The population that will reside within a proposed project shall be calculated using the following factors and based upon the following formula:</u> <u>Average Household Size X Number of Dwelling Units Proposed for Construction = Project Resident Population.</u> | computed based on fair market value of land that would otherwise have been dedicated, and at a ratio of five acres per one thousand project residents. Project residents shall be computed as provided in Section 16.36.040. The population that will reside within a proposed project shall be calculated using the following factors and based upon the following formula: Average Household Size X Number of Dwelling Units Proposed for Construction = Project Resident Population. | |
| FOOTNOTE: | | | |
| <u>EIR and other technical consultant contracts for a project shall be paid in full by the applicant.</u> | | | |
| <u>When the account balance goes negative, the request to replenish funds shall be paid in full by the applicant within five (5) business days. If the payment is not paid in full, the project will be put on hold.</u> | | | |
| | | | |
| | CDB-11 Permit Processing Fee (NEW) | | <u>\$45.00</u> |
| | CDB-01(K) Kitchen Remodel Flat Rate (NEW) | | <u>\$367</u> |
| | CDB-01(L) -Single Bathroom <u>Remodel</u> Flat Rate (NEW) | | <u>\$294</u> |

FISCAL IMPACT

The recommended text changes and clean-up language to the 2021-2022 Master Fees and Service Charges Schedule for Planning Division will not result in any fiscal impact to the City or the applicant as there are no changes to the fee amounts. The recommended changes to the 2021-2022 Master Fees Schedule for the Building Division will allow the City to more efficiently recover costs for materials and staff times associated with single bathroom and kitchen remodels (non-structural) as well as for processing building permits

that don't have a Plan Check fee. Since the fee cover actual costs, there is no additional fiscal impact to the City.

Attachments

- Attachment 1: Recommended changes to Master Fee Schedule for Planning Division under Community Development Director (with track changes)
- Attachment 2: Recommended changes to Master Fee Schedule for Planning Division under Community Development Director (clean version)

| CDB-01 | | Building Permit Fees (Based on valuation) | |
|--------|------------------------|---|--|
| | | | \$48.25 |
| | A) \$1 to 500 | | \$48.25 for the first \$500, + \$6.10 for each additional \$100 or fraction thereof, to and including \$2,000 |
| | B) \$501 to 2,000 | | \$143.85 for the first \$2,000, + \$29.05 for each additional \$1,000 or fraction thereof, to and including \$25,000 |
| | C) \$2,001 to 25,000 | | \$814.70 for the first \$25,000, + \$20.20 for each additional \$1,000 or fraction thereof, to and including \$50,000 |
| | D) \$25,001 to 50,000 | | \$1,323.20 for the first \$50,000, + \$14.35 for each additional \$1,000 or fraction thereof, to and including \$100,000 |
| | E) \$50,001 to 100,000 | | |

| | | | | | |
|--------|--|--|--|---|---|
| | | | | | \$2,055.50 for the first \$100,000, + \$11.25 for each additional \$1,000 or fraction thereof, to and including \$500,000 |
| | | | | F) \$100,001 to 500,000 | \$6,659.35 for the first \$500,000, + \$9.70 for each additional \$1,000 or fraction thereof, to and including \$1,000,000 |
| | | | | G) \$500,001 to 1,000,000 | \$11,583.10 for the first \$1,000,000, + \$5.70 for each additional \$1,000 or fraction thereof |
| | | | | H) \$1,000,000 and up | Exempt from Building Permit Fees. |
| | | | | I) Solar (Photovoltaic) Panels | |
| | | | | J) General Plan and Title 15 Building and Title 17 Zoning Ordinance Maintenance Fees | |
| | | | | <u>K) Kitchen Remodel Flat Rate</u> | <u>\$367</u> |
| | | | | <u>L) Single Bathroom Remodel Flat Rate</u> | <u>\$294</u> |
| | | | | 1) \$1 to \$500 | 5% of the application value |
| | | | | 2) \$501 to \$25,000 | \$29.60 + 0.25% of the application value above \$500 |
| | | | | 3) \$25,001 and up | \$102.80 + 0.10% of the application value above \$25,000 |
| CDB-02 | | | | Plumbing Permit Fees | |
| | | | | Per Unit Fee Schedule (Plumbing) | |
| | | | | 1. For each trap | \$24.85 |

| | | |
|--------|--|---|
| | 2. For each building sewer system | \$53.50 |
| | 3. For each building water system | \$24.85 |
| | 4. For each rainwater system per drain | \$24.85 |
| | 5. For each water heater or vent | \$24.85 |
| | 6. For each gas piping system (1-5 outlets) | \$3.90 |
| | 7. For each gas outlet over 5 (per outlet) | \$3.90 |
| | 8. For each interceptor or grease trap | \$24.85 |
| | 9. For each repair to a water system | \$24.85 |
| | 10. For each repair to a drain/vent | \$24.85 |
| | 11. For each check/backflow (2" or smaller) | \$24.85 |
| | 12. For each check/backflow (over 2") | \$53.50 |
| | 13. For each vacuum breaker (1-5) | \$17.40 |
| | 14. For each vacuum breaker over 5 | \$3.90 |
| | 15. For fire sprinkler systems | \$13.80 |
| | 16. For medical gas piping system | \$179.50 |
| | 17. For each medical gas outlet | \$17.40 |
| | 18. For graywater system | \$142.50 |
| | 19. For Plumbing per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof |
| | 20. Permit Issuance Fee | \$84.35 |
| | 21. Supplemental Permit Issuance Fee (per application) | \$84.35 |
| CDB-03 | Mechanical Permit Fees | |
| | Per Unit Fee Schedule (Mechanical) | |
| | 1. For each furnace/heat pump to 100,000 BTU | \$52.90 |
| | 2. For each furnace/heat pump over 100,000 BTU | \$64.85 |
| | 3. For each floor furnace | \$52.90 |
| | 4. For each suspended or wall furnace | \$52.90 |
| | 5. For each appliance vent | \$25.45 |

| | | | | |
|--------|--|---|---|----------|
| | | 6. For repair to a heating or cooling appliance. | | \$48.05 |
| | | 7. For each boiler/comp. to 100,000 BTU (3hp) | | \$52.25 |
| | | 8. For each boiler/comp. over 100,000 BTU (15hp) | | \$97.35 |
| | | 9. For each boiler/comp. over 500,000 BTU (30hp) | | \$132.70 |
| | | 10. For each boiler/comp. over 1,000,000 BTU (50hp) | | \$199.20 |
| | | 11. For each boiler/comp. over 1,750,000 BTU (over 50 hp) | | \$330.85 |
| | | 12. For each AC unit up to 10,000 CFM | | \$37.75 |
| | | 13. For each AC unit over 10,000 CFM | | \$64.55 |
| | | 14. For each single duct vent fan | | \$25.45 |
| | | 15. For each ventilation system | | \$37.75 |
| | | 16. For each hood | | \$37.75 |
| | | 17. For each domestic type incinerator | | \$64.85 |
| | | 18. For each commercial type incinerator | | \$51.85 |
| | | 19. For any other appliance | | \$37.75 |
| | | 20. Permit Issuance Fee | | \$84.35 |
| | | 21. Fireplace Inserts | | \$37.02 |
| | | 22. Freestanding Stove | | \$37.02 |
| | | 23. For Mechanical per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof | |
| | | 24. Supplement Permit Issuance Fee (per application) | | \$84.35 |
| CDB-04 | | Electrical Permit Fees | | |
| | | Per Unit Fee Schedule (Electrical) | | |
| | | 1. For each receptacle/switch/fixture | | \$2.53 |
| | | 2. For each circuit | | \$2.53 |
| | | 3. For each fixed electrical appliance | | \$10.70 |
| | | 4. For each new service to 200 amps | | \$66.10 |
| | | 5. For each new service 200 to 1,000 amps | | \$133.95 |

| | | |
|--------|--|--|
| | 6. For each service upgrade 0 to 1,000 amps | \$89.40 |
| | 7. For each service upgrade over 1,000 amps | \$268.15 |
| | 8. For each additional meter | \$1.47 |
| | 9. For each temporary power pole | \$53.50 |
| | 10. For each circuit for a sign | \$53.50 |
| | 11. For each sub-panel | \$39.30 |
| | 12. For each pool/spa/hot-tub per \$1,000 val. | \$0.00 |
| | 13. For each pool/spa/hot-tub | \$53.51 |
| | 14. For each electric water heater | \$10.70 |
| | 15. For each electric heater | \$10.70 |
| | 16. For each motor 0 to 1 HP | \$10.70 |
| | 17. For each motor 2 to 10 HP | \$26.60 |
| | 18. For each motor 11 to 50 HP | \$53.50 |
| | 19. For each motor 51 to 100 HP | \$107.10 |
| | 20. For low voltage/wireless per \$100 val. | \$10.70 |
| | 21. For each busway | \$10.70 |
| | 22. For each miscellaneous | \$26.60 |
| | 23. For Electrical per val. | \$10.72 per each \$1,000 in valuation or fraction thereof |
| | 24.. Permit Issuance Fee | \$84.35 |
| | 25. Supplement Pemir Issuance Fee | \$84.35 |
| CDB-05 | Grading Permit Fees | |
| | 1. Grading Permit for up to 50 cu. yds. | \$84.35 |
| | 2. Grading Permit for 51-100 cu. yds. | \$131.55 |
| | 3. Grading Permit for 101-1,000 cu. yds. | \$127.85 + \$60.60/ for each 100 yd ³ |
| | 4. Grading Permit for 1,001-10,000 cu. yds. | \$661.00 + \$288.90/each 1,000 yds ³ |
| | 5. Grading Permit for 10,001-100,000 cu. yds. | \$3,188.45 + \$126.50/each 10,000 yd ³ |

| | | | |
|---------------|---|---|--|
| | | 6. Plan Review Fees for Grading Projects (formerly fee type CDB-06) | |
| | | a. Plan Review for up to 50 cu. yds. | No Fee |
| | | b. Plan Review for 51-100 cu. yds. | \$84.35 |
| | | c. Plan Review for 101-1,000 cu. yds. | \$129.90 |
| | | d. Plan Review for 1,001-10,000 cu. yds. | \$174.25 |
| | | e. Plan Review for 10,001-100,000 cu. yds. | \$176.30 + \$85.35 /each 10,000 yd ³ |
| | | f. Plan Review for 100,001-200,000 cu. yds. | \$947.50 + \$47.00/each 10,000 yd ³ |
| | | g. Plan Review for 200,001 or more | \$1,420.70 + \$25.15/each 10,000 yd ³ |
| CDB-06 | | Grading Plan Fees | Per Uniform Building Code-Current Edition |
| CDB-07 | | Penalty Fee - Building Division | |
| | | a. R-1 | \$294.85 processing fee, + 200% of the permit fee |
| | | b. Others | \$742.30 processing fee, + 200% of the permit fee |
| CDB-08 | | Micro/Filming Processing Fee | \$3.32/Plan Sheet |
| | | | \$1.69 /Document Sheet (Less than 8 1/2" x 14") |
| CDB-09 | | Administrative Fee | \$11.93 Min. (or Actual Cost*) |
| | | | \$4.56 per application + \$.75 per each \$1,000 in valuation or fraction thereof |
| CDB-10 | | Technology Fee | |
| <u>CDB-11</u> | - | <u>Permit Processing Fee</u> | <u>\$45</u> |

| | | | |
|--------|---|--|--|
| CDP-01 | | Plan Checking Fees | |
| | | 1st Plan Check | 70% of building fee |
| | | 2nd Plan Check | No additional cost |
| | | 3rd and following | Actual Cost |
| CDP-02 | | Preliminary Project Review Fees | |
| | | a. City Council/Planning Commission Review | Actual Cost* Subject to <u>a</u> minimum \$2,000 Deposit at time of filing |
| | | b. Staff Review | Actual Cost* Subject to <u>a</u> minimum \$1,000 Deposit at time of filing |
| CDP-03 | | General Plan Amendment Fees | Actual Cost* Subject to <u>a</u> minimum \$5,000 Deposit at time of filing |
| CDP-04 | | Variance Fees | Actual Cost* Subject to <u>a</u> minimum \$2,000 Deposit at time of filing |
| CDP-05 | | <u>Rezoning Fees Zoning Text/Map Amendment Fees</u> | Actual Cost* Subject to <u>a</u> minimum \$5,000 Deposit at time of filing |
| CDP-06 | - | <u>Property Improvement Use Permit Modification Fees</u> | Actual Cost* Subject to minimum \$3,000 Deposit at time of filing |
| | | a. Administrative Minor Use Permit Modification (e.g. paint change, landscape modifications, prototype amendments and other improvements per Section 17.06.030 of Title 17 Zoning of Foster City Municipal Code) | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |

| | | |
|--------|--|--|
| | <u>b. Administrative Major Use Permit Modification (e.g. Façade and site improvements)</u> | <u>Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing</u> |
| | <u>c. Planning Commission/City Council Use Permit Modification (e.g. Use Permit list, façade upgrades to existing commercial/office buildings)</u> | <u>Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing</u> |
| CDP-07 | <u>Major New Development Use Permit Fees</u> | |
| | <u>a. Administrative Use Permit (e.g. changes to existing wireless facility)</u> | <u>Actual Cost* Subject to a minimum \$750 Deposit at time of filing</u> |
| | <u>b. Planning Commission/City Council Use Permit (e.g. Residential Additions to Waterfront properties, Conditional Use Permits, new wireless facility)</u> | <u>Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing</u> |
| | <u>c. Use Permit Fees accompanying Specific Development Plan per Section 17.36.050 Title 17 Zoning of Foster City Municipal Code</u> | <u>Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing</u> |
| | <u>d. Density Bonus Fees per Section 17.86.040 of Title 17 Zoning of Foster City Municipal Code</u> | <u>Actual Cost* Subject to a minimum \$500 Deposit at time of filing</u> |
| CDP-08 | <u>Architectural Review Fees (Excluding Solar Panels, which are exempt)</u> | |
| | <u>a. Administrative Minor Architectural Review (e.g. windows, decks, fences, front yard paving, skylights, accessory structures) – Minor Property Improvements</u> | <u>Actual Cost* Subject to a minimum \$750 Deposit at time of filing</u> |
| | <u>b. B Administrative Major Architectural Review (e.g. additions to non-water front homes or residential additions less than 400 SF) – Addition</u> | <u>Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing</u> |
| | <u>c. C Planning Commission Architectural Review per Section 2.28.100 of Title 2 of the Foster City Municipal Code</u> | <u>Actual Cost* , subject to a minimum \$3,000 deposit at time of filing</u> |
| CDP-09 | <u>Sign Use Review (NOTE 1)</u> | |

| | | | |
|---------------|---|--|--|
| | | <u>a. Administrative Sign Use Permit</u> | <u>\$323.05</u> |
| | | <u>ba.</u> Planning Commission Review/Sign Use Permit | Actual Cost* Subject to <u>a</u> minimum \$1,500 Deposit at time of filing |
| | | <u>c.</u> <u>Temporary/Promotional/Public Convenience Sign Review</u> | <u>\$107.60</u> |
| CDP-10 | | Appeal Fees | |
| | | a. Appeal by Resident / Applicant | Actual Cost* Subject to <u>a</u> minimum \$500 Deposit at time of filing |
| | | b. Appeal by Non-Resident / Non-Applicant | Actual Cost* Subject to <u>a</u> minimum \$1,000 Deposit at time of filing |
| CDP-11 | | Request for Planning Commission Interpretation Fees | Actual Cost* Subject to <u>a</u> minimum \$1,000 Deposit at time of filing |
| CDP-12 | | Environmental Assessment Fees | Actual Cost* Subject to <u>a</u> minimum \$1,000 Deposit at time of filing |
| CDP-13 | | Environmental Impact Report Fees | Actual Cost* Subject to <u>a</u> minimum \$5,000 Deposit at time of filing |
| CDP-14 | - | <u>Amendments to approved plans per Sec. 17-06.030 of Title 17 of the Foster City Municipal Code</u> | - |
| - | - | a. Amendment to approved development plan(s) in all zoning districts except R-1, R-2, and R-1/PD but including all common areas in R-1/PD Districts | Actual Cost* Subject to minimum \$500 Deposit at time of filing |

| | | | |
|----------|---|---|--|
| - | - | b. Amendment to approved plans after issuance of original permit for all projects originally processed under S-8 or S-10 above or a minor amendment to an approved landscape plan in any district such as a removal/replacement of a small amount of landscaping | Actual Cost* Subject to minimum \$500 Deposit at time of filing |
| CDP-1445 | | Zoning Compliance Letter | Actual cost*, subject to a -minimum \$500 initial deposit |
| CDP-156 | | Development Agreement | Actual cost*, subject to a -minimum \$500 initial deposit |
| CDP-167 | | Disposition and Development Agreement | Actual cost*, subject to a -minimum \$500 initial deposit |
| CDP-178 | | Owner Participation Agreement | Actual cost*, subject to a -minimum \$500 initial deposit |
| CDP-189 | | Subdivision Map Fees | |
| | | a. Tentative Subdivision Map Fees | \$728.30 (or Actual Cost*) |
| | | b. Tentative Parcel Map Fees | \$728.30 (or Actual Cost*) |
| | | c. Tentative Subdivision or Parcel Map Revision Fees | \$728.30 (or Actual Cost*) |
| | | d. Tentative Subdivision or Parcel Map Extension Fees | \$728.30 (or Actual Cost*) |
| | | e. Lot Line Adjustment Fee | \$438.60 (or Actual Cost*) |
| CDP-1920 | | Temporary Use Permit | |

| | | | |
|---------|--|--|---|
| | | - Minor Events/Use (as determined by the Director of Community Development Services) including shopping center promotional events; outdoor sales by individual stores within shopping centers; parking lot sales/fairs; outdoor exhibits or open displays; special small scale events sponsored by religious institutions or their supporting clubs, schools or school organizations and clubs or civic groups and clubs | Exempt |
| | | - Major Events/Uses (as determined by the Community Development Director) including commercial operations by other than civic, school or religious organizations, clubs and institutions | \$147.20 (or Actual Cost*) |
| CDP-204 | | Code Enforcement | |
| | | a. 1st Inspection and/or 1st Letter | \$0.00 |
| | | b. 2nd Inspection and/or 2nd Letter, and each additional inspection / letter thereafter | \$118.00, plus actual cost of City Attorney time, until compliance is achieved |
| CDP-212 | | Penalty Fee - Planning Division (per Section 17.06.175 of Title 17 of the Municipal Code) | |
| | | a. R-1 | \$291.70 penalty processing fee; Deposit of twice the standard time and materials against which 200% of the actual processing fees will be applied. |

| | | |
|---------|---|--|
| | b. Others | \$734.40 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. |
| CDP-23 | - Sign-Design Review Fees (NOTE 1) | - |
| - | - a. Administrative Sign Review (Base Fee) | \$346.70 |
| - | - b. Temporary/Promotional/Public Convenience Sign Review | \$105.50 |
| CDP-224 | Photography / Filming Temporary Use Permit Processing Fee | \$354.55 |
| CDP-235 | Interdepartmental Evaluation Committee Review of Proposals by Persons, Businesses and Organizations Located Outside of Foster City (Excluding Land Use and Photography / Filming Temporary Use Permit see S-122 above) | \$118.00 |
| CDP-246 | Affordable Housing Commercial Linkage Fees for Nonresidential Development Projects (Fee per Square Foot of Net New Gross Floor Area) | |
| | Hotel | \$12.50 |
| | Retail, Restaurant and Services | \$6.25 |

| | | |
|------------------|---|--|
| | Office , Medical Office and Research and Development Uses | \$27.50 |
| CDP-257 | Annual Wireless Facilities Site License (Per Site) | \$270.00 |
| <u>CDP - 26-</u> | <p>-</p> <p><u>Park in Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of Foster City Municipal Code)</u></p> <p>-</p> | <p>The fees shall be computed based on fair market value of land that would otherwise have been dedicated, and at a ratio of five (5) acres per one thousand project residents. Project residents shall be computed as provided in <u>Section 16.36.040.</u></p> <p>The population that will reside within a proposed project shall be calculated using the following factors and based upon the following formula:</p> <p><u>Average Household Size X Number of Dwelling Units Proposed for Construction = Project Resident Population.</u></p> |
| NOTE 1: | The penalty fee for sign installed prior to obtaining a sign permit shall be double the normal fee. Signs erected by nonprofit and community interest groups, senior clubs and organizations deemed "similar" by the Community Development Director shall be exempt from the payment of sign permit application fees. | - |
| FOOTNOTE | * "Actual Cost" is time and materials, including all direct and indirect overhead costs. "Actual Cost" billing begins after the initial fee payment amount is exceeded by direct and/or indirect costs. | |
| | Proposals designed and located in strict conformance with approved residential development design prototypical guidelines for property improvements in the specific subdivision shall be charged 1/2 of the usual fee for such improvements. | |
| | Initial fees paid at the time of project submittal for all project categories without deposit are considered minimum fees which are not refundable. Initial fees paid for project categories with deposits may be | |

| | | |
|--|--|--|
| | | refunded in part, depending upon the amount of staff time and reimbursable expenditures expended on the project as determined by the Director of Community Development. |
| | | For work requiring an outside consultant, the City will be reimbursed at the rate of the consultant plus 15% for administration. |
| | | <u>EIR and other technical consultant contracts for a project shall be paid in full by the applicant.</u> |
| | | <u>When the account balance goes negative, the staff would send a request to replenish funds which the applicant shall pay in full within five (5) business days. If the payment is not paid in full, the project will be put on hold.</u> |

| CDB-01 | | Building Permit Fees (Based on valuation) | | |
|--------|--|---|--|--|
| | | | | |
| | | A) \$1 to 500 | | \$48.25 |
| | | | | \$48.25 for the first \$500, + \$6.10 for each additional \$100 or fraction thereof, to and including \$2,000 |
| | | B) \$501 to 2,000 | | \$143.85 for the first \$2,000, + \$29.05 for each additional \$1,000 or fraction thereof, to and including \$25,000 |
| | | C) \$2,001 to 25,000 | | \$814.70 for the first \$25,000, + \$20.20 for each additional \$1,000 or fraction thereof, to and including \$50,000 |
| | | D) \$25,001 to 50,000 | | \$1,323.20 for the first \$50,000, + \$14.35 for each additional \$1,000 or fraction thereof, to and including \$100,000 |
| | | E) \$50,001 to 100,000 | | |

| | | | | | |
|--------|--|--|--|---|---|
| | | | | | \$2,055.50 for the first \$100,000, + \$11.25 for each additional \$1,000 or fraction thereof, to and including \$500,000 |
| | | | | F) \$100,001 to 500,000 | \$6,659.35 for the first \$500,000, + \$9.70 for each additional \$1,000 or fraction thereof, to and including \$1,000,000 |
| | | | | G) \$500,001 to 1,000,000 | \$11,583.10 for the first \$1,000,000, + \$5.70 for each additional \$1,000 or fraction thereof |
| | | | | H) \$1,000,000 and up | Exempt from Building Permit Fees. |
| | | | | I) Solar (Photovoltaic) Panels | |
| | | | | J) General Plan and Title 15 Building and Title 17 Zoning Ordinance Maintenance Fees | |
| | | | | K) Kitchen Remodel Flat Rate | \$367 |
| | | | | L) Single Bathroom Remodel Flat Rate | \$294 |
| | | | | 1) \$1 to \$500 | 5% of the application value |
| | | | | 2) \$501 to \$25,000 | \$29.60 + 0.25% of the application value above \$500 |
| | | | | 3) \$25,001 and up | \$102.80 + 0.10% of the application value above \$25,000 |
| CDB-02 | | | | Plumbing Permit Fees | |
| | | | | Per Unit Fee Schedule (Plumbing) | |
| | | | | 1. For each trap | \$24.85 |

| | | |
|--------|--|---|
| | 2. For each building sewer system | \$53.50 |
| | 3. For each building water system | \$24.85 |
| | 4. For each rainwater system per drain | \$24.85 |
| | 5. For each water heater or vent | \$24.85 |
| | 6. For each gas piping system (1-5 outlets) | \$3.90 |
| | 7. For each gas outlet over 5 (per outlet) | \$3.90 |
| | 8. For each interceptor or grease trap | \$24.85 |
| | 9. For each repair to a water system | \$24.85 |
| | 10. For each repair to a drain/vent | \$24.85 |
| | 11. For each check/backflow (2" or smaller) | \$24.85 |
| | 12. For each check/backflow (over 2") | \$53.50 |
| | 13. For each vacuum breaker (1-5) | \$17.40 |
| | 14. For each vacuum breaker over 5 | \$3.90 |
| | 15. For fire sprinkler systems | \$13.80 |
| | 16. For medical gas piping system | \$179.50 |
| | 17. For each medical gas outlet | \$17.40 |
| | 18. For graywater system | \$142.50 |
| | 19. For Plumbing per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof |
| | 20. Permit Issuance Fee | \$84.35 |
| | 21. Supplemental Permit Issuance Fee (per application) | \$84.35 |
| CDB-03 | Mechanical Permit Fees | |
| | Per Unit Fee Schedule (Mechanical) | |
| | 1. For each furnace/heat pump to 100,000 BTU | \$52.90 |
| | 2. For each furnace/heat pump over 100,000 BTU | \$64.85 |
| | 3. For each floor furnace | \$52.90 |
| | 4. For each suspended or wall furnace | \$52.90 |
| | 5. For each appliance vent | \$25.45 |

| | | |
|--------|---|---|
| | 6. For repair to a heating or cooling appliance. | \$48.05 |
| | 7. For each boiler/comp. to 100,000 BTU (3hp) | \$52.25 |
| | 8. For each boiler/comp. over 100,000 BTU (15hp) | \$97.35 |
| | 9. For each boiler/comp. over 500,000 BTU (30hp) | \$132.70 |
| | 10. For each boiler/comp. over 1,000,000 BTU (50hp) | \$199.20 |
| | 11. For each boiler/comp. over 1,750,000 BTU (over 50 hp) | \$330.85 |
| | 12. For each AC unit up to 10,000 CFM | \$37.75 |
| | 13. For each AC unit over 10,000 CFM | \$64.55 |
| | 14. For each single duct vent fan | \$25.45 |
| | 15. For each ventilation system | \$37.75 |
| | 16. For each hood | \$37.75 |
| | 17. For each domestic type incinerator | \$64.85 |
| | 18. For each commercial type incinerator | \$51.85 |
| | 19. For any other appliance | \$37.75 |
| | 20. Permit Issuance Fee | \$84.35 |
| | 21. Fireplace Inserts | \$37.02 |
| | 22. Freestanding Stove | \$37.02 |
| | 23. For Mechanical per valuation | \$10.72 per each \$1,000 in valuation or fraction thereof |
| | 24. Supplement Permit Issuance Fee (per application) | \$84.35 |
| CDB-04 | Electrical Permit Fees | |
| | Per Unit Fee Schedule (Electrical) | |
| | 1. For each receptacle/switch/fixture | \$2.53 |
| | 2. For each circuit | \$2.53 |
| | 3. For each fixed electrical appliance | \$10.70 |
| | 4. For each new service to 200 amps | \$66.10 |
| | 5. For each new service 200 to 1,000 amps | \$133.95 |

| | | |
|--------|--|--|
| | 6. For each service upgrade 0 to 1,000 amps | \$89.40 |
| | 7. For each service upgrade over 1,000 amps | \$268.15 |
| | 8. For each additional meter | \$1.47 |
| | 9. For each temporary power pole | \$53.50 |
| | 10. For each circuit for a sign | \$53.50 |
| | 11. For each sub-panel | \$39.30 |
| | 12. For each pool/spa/hot-tub per \$1,000 val. | \$0.00 |
| | 13. For each pool/spa/hot-tub | \$53.51 |
| | 14. For each electric water heater | \$10.70 |
| | 15. For each electric heater | \$10.70 |
| | 16. For each motor 0 to 1 HP | \$10.70 |
| | 17. For each motor 2 to 10 HP | \$26.60 |
| | 18. For each motor 11 to 50 HP | \$53.50 |
| | 19. For each motor 51 to 100 HP | \$107.10 |
| | 20. For low voltage/wireless per \$100 val. | \$10.70 |
| | 21. For each busway | \$10.70 |
| | 22. For each miscellaneous | \$26.60 |
| | 23. For Electrical per val. | \$10.72 per each \$1,000 in valuation or fraction thereof |
| | 24.. Permit Issuance Fee | \$84.35 |
| | 25. Supplement Pemir Issuance Fee | \$84.35 |
| CDB-05 | Grading Permit Fees | |
| | 1. Grading Permit for up to 50 cu. yds. | \$84.35 |
| | 2. Grading Permit for 51-100 cu. yds. | \$131.55 |
| | 3. Grading Permit for 101-1,000 cu. yds. | \$127.85 + \$60.60/ for each 100 yd ³ |
| | 4. Grading Permit for 1,001-10,000 cu. yds. | \$661.00 + \$288.90/each 1,000 yds ³ |
| | 5. Grading Permit for 10,001-100,000 cu. yds. | \$3,188.45 + \$126.50/each 10,000 yd ³ |

| | | | |
|--------|--|---|--|
| | | 6. Plan Review Fees for Grading Projects (formerly fee type CDB-06) | |
| | | a. Plan Review for up to 50 cu. yds. | No Fee |
| | | b. Plan Review for 51-100 cu. yds. | \$84.35 |
| | | c. Plan Review for 101-1,000 cu. yds. | \$129.90 |
| | | d. Plan Review for 1,001-10,000 cu. yds. | \$174.25 |
| | | e. Plan Review for 10,001-100,000 cu. yds. | \$176.30 + \$85.35 /each 10,000 yd ³ |
| | | f. Plan Review for 100,001-200,000 cu. yds. | \$947.50 + \$47.00/each 10,000 yd ³ |
| | | g. Plan Review for 200,001 or more | \$1,420.70 + \$25.15/each 10,000 yd ³ |
| CDB-06 | | Grading Plan Fees | Per Uniform Building Code-Current Edition |
| CDB-07 | | Penalty Fee - Building Division | |
| | | a. R-1 | \$294.85 processing fee, + 200% of the permit fee |
| | | b. Others | \$742.30 processing fee, + 200% of the permit fee |
| CDB-08 | | Micro/Filming Processing Fee | \$3.32/Plan Sheet |
| | | | \$1.69 /Document Sheet (Less than 8 1/2" x 14") |
| CDB-09 | | Administrative Fee | \$11.93 Min. (or Actual Cost*) |
| | | | \$4.56 per application + \$.75 per each \$1,000 in valuation or fraction thereof |
| CDB-10 | | Technology Fee | |
| CDB-11 | | Permit Processing Fee | \$45 |

| | | | |
|--------|--|--|---|
| CDP-01 | | Plan Checking Fees | |
| | | 1st Plan Check | 70% of building fee |
| | | 2nd Plan Check | No additional cost |
| | | 3rd and following | Actual Cost |
| CDP-02 | | Preliminary Project Review Fees | |
| | | a. City Council/Planning Commission Review | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing |
| | | b. Staff Review | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing |
| CDP-03 | | General Plan Amendment Fees | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing |
| CDP-04 | | Variance Fees | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing |
| CDP-05 | | Zoning Text/Map Amendment Fees | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing |
| CDP-06 | | Use Permit Modification Fees | |
| | | a. Administrative Minor Use Permit Modification (e.g. paint change, landscape modifications, prototype amendments and other improvements per Section 17.06.030 of Title 17 Zoning of Foster City Municipal Code) | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |

| | | | |
|--------|--|--|--|
| | | b. Administrative Major Use Permit Modification (e.g. Façade and site improvements) | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing |
| | | c. Planning Commission/City Council Use Permit Modification (e.g. Use Permit list, façade upgrades to existing commercial/office buildings) | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing |
| CDP-07 | | Use Permit Fees | |
| | | a. Administrative Use Permit (e.g. changes to existing wireless facility) | Actual Cost* Subject to a minimum \$750 Deposit at time of filing |
| | | b. Planning Commission/City Council Use Permit (e.g. Residential Additions to Waterfront properties, Conditional Use Permits, new wireless facility) | Actual Cost* Subject to a minimum \$3,000 Deposit at time of filing |
| | | c. Use Permit accompanying Specific Development Plan per Section 17.36.050 Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing |
| | | d. Density Bonus Fees per Section 17.86.040 of Title 17 Zoning of Foster City Municipal Code | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |
| CDP-08 | | Architectural Review Fees (Excluding Solar Panels, which are exempt) | |
| | | a. Administrative Minor Architectural Review (e.g. windows, decks, fences, front yard paving, skylights, accessory structures) | Actual Cost* Subject to a minimum \$750 Deposit at time of filing |
| | | b. Administrative Major Architectural Review (e.g. additions to non-water front homes or residential additions less than 400 SF) | Actual Cost* Subject to a minimum \$2,000 Deposit at time of filing |
| | | c. Planning Commission Architectural Review per Section 2.28.100 of Title 2 of the Foster City Municipal Code | Actual Cost*, subject to a minimum \$3,000 deposit at time of filing |
| CDP-09 | | Sign Review (NOTE 1) | |

| | | |
|--------|--|---|
| | a. Administrative Sign Use Permit | \$323.05 |
| | b. Planning Commission Review/Sign Use Permit | Actual Cost* Subject to a minimum \$1,500 Deposit at time of filing |
| | c. Temporary/Promotional/Public Convenience Sign Review | \$107.60 |
| CDP-10 | Appeal Fees | |
| | a. Appeal by Resident / Applicant | Actual Cost* Subject to a minimum \$500 Deposit at time of filing |
| | b. Appeal by Non-Resident / Non-Applicant | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing |
| CDP-11 | Request for Planning Commission Interpretation Fees | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing |
| CDP-12 | Environmental Assessment Fees | Actual Cost* Subject to a minimum \$1,000 Deposit at time of filing |
| CDP-13 | Environmental Impact Report Fees | Actual Cost* Subject to a minimum \$5,000 Deposit at time of filing |
| CDP-14 | Zoning Compliance Letter | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-15 | Development Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-16 | Disposition and Development Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-17 | Owner Participation Agreement | Actual cost*, subject to a minimum \$500 initial deposit |
| CDP-18 | Subdivision Map Fees | |
| | a. Tentative Subdivision Map Fees | \$728.30 (or Actual Cost*) |

| | | |
|--------|--|--|
| | b. Tentative Parcel Map Fees | \$728.30 (or Actual Cost*) |
| | c. Tentative Subdivision or Parcel Map Revision Fees | \$728.30 (or Actual Cost*) |
| | d. Tentative Subdivision or Parcel Map Extension Fees | \$728.30 (or Actual Cost*) |
| | e. Lot Line Adjustment Fee | \$438.60 (or Actual Cost*) |
| CDP-19 | Temporary Use Permit | |
| | - Minor Events/Use (as determined by the Director of Community Development Services) including shopping center promotional events; outdoor sales by individual stores within shopping centers; parking lot sales/fairs; outdoor exhibits or open displays; special small scale events sponsored by religious institutions or their supporting clubs, schools or school organizations and clubs or civic groups and clubs | Exempt |
| | - Major Events/Uses (as determined by the Community Development Director) including commercial operations by other than civic, school or religious organizations, clubs and institutions | \$147.20 (or Actual Cost*) |
| CDP-20 | Code Enforcement | |
| | a. 1st Inspection and/or 1st Letter | \$0.00 |
| | b. 2nd Inspection and/or 2nd Letter, and each additional inspection / letter thereafter | \$118.00, plus actual cost of City Attorney time, until compliance is achieved |

| CDP-21 | Penalty Fee - Planning Division (per Section 17.06.175 of Title 17 of the Municipal Code) | |
|--------|--|--|
| | a. R-1 | \$291.70 penalty processing fee; Deposit of twice the standard time and materials against which 200% of the actual processing fees will be applied. |
| | b. Others | \$734.40 penalty processing fee; Deposit of twice the standard time and materials costs, against which 200% of the actual processing fees will be applied. |
| CDP-22 | Photography / Filming Temporary Use Permit Processing Fee | \$354.55 |
| CDP-23 | Interdepartmental Evaluation Committee Review of Proposals by Persons, Businesses and Organizations Located Outside of Foster City (Excluding Land Use and Photography / Filming Temporary Use Permit see S-122 above) | \$118.00 |
| CDP-24 | Affordable Housing Commercial Linkage Fees for Nonresidential Development Projects (Fee per Square Foot of Net New Gross Floor Area) | |
| | Hotel | \$12.50 |
| | Retail, Restaurant and Services | \$6.25 |
| | Office , Medical Office and Research and Development Uses | \$27.50 |
| CDP-25 | Annual Wireless Facilities Site License (Per Site) | \$270.00 |

| | | |
|-----------------|--|--|
| CDP - 26 | Park in Lieu of Land Dedication Fee (Per Section 16.36.100 of Title 16 of Foster City Municipal Code) | <p>The fees shall be computed based on fair market value of land that would otherwise have been dedicated, and at a ratio of five (5) acres per one thousand project residents. Project residents shall be computed as provided in Section 16.36.040.</p> <p>The population that will reside within a proposed project shall be calculated using the following factors and based upon the following formula:</p> <p>Average Household Size X Number of Dwelling Units Proposed for Construction = Project Resident Population.</p> |
| NOTE 1: | | The penalty fee for sign installed prior to obtaining a sign permit shall be double the normal fee. Signs erected by nonprofit and community interest groups, senior clubs and organizations deemed "similar" by the Community Development Director shall be exempt from the payment of sign permit application fees. |
| | | |
| FOOTNOTE | | * "Actual Cost" is time and materials, including all direct and indirect overhead costs. "Actual Cost" billing begins after the initial fee payment amount is exceeded by direct and/or indirect costs. |
| | | Proposals designed and located in strict conformance with approved residential development design prototypical guidelines for property improvements in the specific subdivision shall be charged 1/2 of the usual fee for such improvements. |
| | | Initial fees paid at the time of project submittal for all project categories without deposit are considered minimum fees which are not refundable. Initial fees paid for project categories with deposits may be refunded in part, depending upon the amount of staff time and reimbursable expenditures expended on the project as determined by the Director of Community Development. |
| | | For work requiring an outside consultant, the City will be reimbursed at the rate of the consultant plus 15% for administration. |
| | | EIR and other technical consultant contracts for a project shall be paid in full by the applicant. |
| | | When the account balance goes negative, the staff would send a request to replenish funds which the applicant shall pay in full within five (5) business days. If the payment is not paid in full, the project will be put on hold. |



Date: May 10, 2021

To: Mayor and Members of the City Council

Via: Peter Pirnejad, City Manager

From: Dante Hall, Assistant City Manager/Acting Director of Public Works and
Parks and Recreation
Tiffany Oren, Recreation Manager
Estelle Gobrera, Management Coordinator

Subject: Updates to Master Fee and Service Charges Schedule for FY 2021-2022:
Parks and Recreation

RECOMMENDATION

It is recommended that the City Council provide policy direction regarding changes to the Master Fee and Service Charges Schedule pertaining to the Parks and Recreation Divisions' fees and charges as part of the FY 2021-2022 budget. This report does not include the special event fees agendaized by City Council on May 3, 2021.

EXECUTIVE SUMMARY

Parks and Recreation fees and charges are a critical component in cost recovery for services in the Special Recreation Fund. The Divisions seek to maintain competitive charges for programs and facilities while achieving maximum cost recovery. The following fee changes are recommended for Fiscal Year 2021-2022: 1) Fee amendments for sport field use and Leo J. Ryan Park amphitheater; and 2) Addition of two (2) new rental sites at Leo J. Ryan Park to accommodate demand for reservable spaces.

BACKGROUND

The Special Recreation Fund is a General Fund that is used to account for the expenses and revenue in the following program areas:

- Facility Operations (outside rentals)
- Adult Sports

- Youth Camps
- Adult Contracts
- Special Events (City events like Summer Concerts and Fourth of July)
- Youth Contract Classes
- Advertising
- Seniors/Volunteers
- Teen Programs

The Parks and Recreation Divisions' fees and charges are a critical component in cost recovery for services in both the General Fund (Parks) and the Special Recreation Fund (Recreation). Based on the 2017 User Fee Study conducted by Capital Accounting Partners, LLC, Foster City Parks and Recreation cost recovery for the Special Recreation Fund is approximately 61%, which is, "about average or maybe a little below average for similar facilities and communities" according to the Capital Accounting Partners report.

The Parks and Recreation Divisions actively identify programs that can be partially or completely self-supporting and regularly audit and adjust program fees in accordance with local trends in order to remain competitive with fees charged by neighboring cities.

ANALYSIS

For Fiscal Year 2021-2022 the following changes are recommended to Parks and Recreation Fees on the Master Fees and Service Charges Schedule:

Sports Field Rental Rates (Change):

Sports Fields are reserved on a priority basis in accordance with Foster City Municipal Code Section 12.16.090. The Priority Schedule is as follows:

- A. City of Foster City sponsored activities
- B. Foster City youth organizations (AYSO, PYSC, FCLL, FCYSA, FCYBA), city community service organizations, and special interest clubs conducting business meetings or programs which are free and open to the public
- C. Foster City residents
- D. Foster City based non-profit organizations and business
- E. Non-city non-profit residents, clubs or organizations

The current Master Fee Schedule states that the fee for Priority B use of soccer and softball/baseball fields is \$10/resident and \$35/nonresident. However, the intent was that the \$35 non-resident fee was to be layered over a base \$10 per player fee, meaning that the fee would be a total of \$45 per nonresident player. The fee schedule language is recommended to be amended accordingly for clarity (Table 1).

Table 1: Sport Field Rental Fee Recommendation

| Field Type | User Type | FY 2020-2021 Rate | FY 2021-2022 Rate |
|-----------------------|--------------------------------|--|--|
| Softball/ Baseball | Priority B | \$10 per resident/season \$35 per non-resident/season | \$10 per resident/season \$45 per non-resident/season |
| Soccer | Priority B | \$10 per resident/season \$35 per non-resident/season | \$10 per resident/season \$45 per non-resident/season |
| Softball/ Baseball | Priority C & D (2 hour max) | \$15/hour per team, plus \$35 per non-resident/season | \$15/hour per team, plus \$35 per non-resident/season |
| Soccer | Priority C & D (2 hour max) | \$20/hour per team, plus \$35 per non-resident/season | \$20/hour per team, plus \$35 per non-resident/season |
| Softball/ Baseball | Priority E | \$35/hour | \$35/hour |
| Soccer | Priority E | \$35/hour | \$35/hour |
| Field Lights | Priority B | \$30/hour | \$30/hour |
| Field Lights | Priority C, D & E | \$35/hour | \$35/hour |
| Tennis Courts | Tennis Club | \$0/year per resident \$35/year per non-resident | \$0/year per resident \$35/year per non-resident |
| Room Rentals | Priority B, C & D | \$10/hour | \$10/hour |

Proposed increases for sport field use have been discussed with the sport field user groups, the members of which have expressed no objection to the proposed fees for FY 2021-2022. The groups have further agreed that 10% of net proceeds from tournaments will go back to the City.

Leo J. Ryan Park Reservable Areas (Change):

Fee Increase

The Meadow and Amphitheater are currently reservable locations in Leo J. Ryan Park. Fees are charged on a tiered basis based on the number of attendees. Staff recommends a fee increase of \$25 per tier as shown in Table 2.

Table 2: Leo J. Ryan Amphitheater Rental Fee Recommendation

| | FY 2020-2021 Rate | FY 2021-2022 Rate |
|---|-----------------------------|------------------------------|
| Leo Ryan Amphitheater 4 hour maximum rental time | 1-50 people = \$75 flat fee | 1-50 people = \$100 flat fee |
| | 51-100 = \$100 flat fee | 51-100 = \$125 flat fee |
| | 101-150 = \$150 flat fee | 101-150 = \$175 flat fee |
| | 151-200 = \$200 flat fee | 151-200 = \$225 flat fee |

New Reservable Sites at Leo J. Ryan Park

Staff recommends creating additional outdoor reservable sites within Leo J. Ryan Park. Currently the Amphitheater, Hilltop and Patio can be reserved.

Leo Ryan Gazebo: There has been increasing demand from the public to reserve this area. Staff feels it would be feasible to make this available to reserve for groups of fewer than 25 for a maximum of two hours. The proposed fee rate is the same as other small-capacity parks such as Bridgeview and Shorebird (currently \$40). Reservations would be limited to once per day to limit impact to the general public.

Leo Ryan Grass West: This would be an additional rental area available for those groups looking for an outdoor grass area, as the main meadow area is usually reserved for Recreation classes and programs. The fee rate would be the same as other small-capacity parks such as Bridgeview and Shorebird (currently \$40).

FISCAL IMPACT

It is estimated that the proposed changes to the Parks and Recreation Fees would total between \$1,650 and \$1,975 per year at current usage rates.

Attachment:

- Attachment A: Proposed Fee Schedule
- Attachment B: Leo J. Ryan Park Map

Foster City Recreation Center and Community Center Rental Fees

Updated Fees Effective July 1, 2021

| Room | Day of the Week | Resident | Non-Resident |
|---|------------------------|------------------------|------------------------|
| Lagoon Room | Monday -Thursday | \$100/hr. | \$150/hr. |
| | Friday - Sunday | \$175/hr. (5 hr. min.) | \$250/hr. (5 hr. min.) |
| Administrative Fee | | \$25 (flat fee) | \$25 (flat fee) |
| Custodial Fee | For groups of over 100 | \$50 (flat fee) | \$50 (flat fee) |
| Lagoon Rm Kitchen Fee | | \$75 (flat fee) | \$75 (flat fee) |
| Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC), Sail (LCC). Conf (LCC) | Monday – Thursday | \$50/hr. | \$75/hr. |
| | Friday – Sunday | \$85/hr. | \$100/hr. |
| Bluebird Kitchen Fee | | \$100 (flat fee) | \$100 (flat fee) |
| Spray and Bow | Monday – Thursday | \$40/hr. | \$65/hr. |
| | Friday – Sunday | \$65/hr. | \$85/hr. |
| Wind (LCC) | Monday – Thursday | \$75/hr. | \$100/hr. |
| | Friday – Saturday | \$125/hr. (5 hr. min.) | \$180/hr. (5 hr. min.) |
| Patio (with Wind Room) | | \$100 (flat fee) | \$100 (flat fee) |
| VIBE- Kitchen, Small Activity Rm, and Patio | Monday – Sunday | \$72/hr. | \$88/hr. |
| The VIBE- (Entire Facility: includes Kitchen, Small Activity Rm, Main Floor, and Patio) | Monday – Sunday | \$150/hr. | \$200/hr. |
| Administrative Fee | | \$25 (flat fee) | \$25 (flat fee) |
| Custodial Fee | For groups of over 100 | \$50 (flat fee) | \$50 (flat fee) |

(LCC) = Library Community Center

- Deposit for Lagoon and VIBE is \$500.00; Deposit for Wind Room is \$350.00. Deposit for all other rooms is \$200.00
- Insurance fee required for all parties/receptions:
1 – 50 people \$ 115.00; 51+ people \$ 170.00
- Custodial fee of \$50 required for all parties/events larger than 100 (80 for LCC).
- First change to a facility and park rental is free. For additional changes (location and date), Renter will incur a \$10 charge per change.

Non-Profit Organization Fee Structure

Updated Fees Effective July 1, 2021

| Room | Day of the Week | Non-Profit Rate |
|---|---------------------|-----------------------|
| Lagoon Room | Monday –Thursday | \$55/hr. |
| | Friday – Sunday | \$75/hr. (5 hr. min.) |
| Administrative Fee | | \$25 (flat fee) |
| Custodial Fee | For groups over 100 | \$50 (flat fee) |
| Lagoon Rm. Kitchen Fee | | \$75 (flat fee) |
| Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC) Sail (LCC), Conf(LCC) | Monday – Thursday | \$35/hr. |
| | Friday – Sunday | \$50/hr. |
| Bluebird Kitchen Fee | | \$100 (flat fee) |
| Spray and Bow | Monday – Thursday | \$25/hr. |
| | Friday – Sunday | \$35/hr. |
| Wind (LCC) | Monday - Thursday | \$55/hr. |
| | Friday - Sunday | \$85/hr. |
| Administrative Fee | | \$25 (flat fee) |
| Custodial Fee | For groups over 100 | \$50 (flat fee) |

- To be eligible for this rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)
- Deposit and insurance fees still apply
- Insurance fee required for all parties/receptions: 1 – 50 people \$ 115.00; 51+ people \$170.00

FOSTER CITY FACILITY RENTALS- MATERIAL BASED FEES

| Recreation Center Material Fees | |
|---------------------------------|------------|
| Material | Fees |
| Coffee Maker* | \$10 |
| Air Pots | \$10 for 3 |
| Portable Coat Racks* | \$10 each |
| Portable Stage* | \$10 each |
| Podium* | \$10 |
| Microphone* | \$10 each |
| TV/DVD Combo | \$10 |
| Portable Screen | \$10 |
| CD Player* | \$10 |

| The Vibe & LCC Material Fees | |
|------------------------------|-----------|
| Material | Fees |
| BBQ Grill | \$15 |
| Patio Heater | \$15 each |
| Patio Umbrella | \$15 each |
| Cover for Pool Table | \$10 each |

Foster City School and Audubon Elementary School

Rental Fees

| Room | Day of the Week | Resident | Non-resident |
|-------------|-----------------|-----------|--------------|
| School MPRs | Monday-Thursday | \$50/hr. | \$95/hr. |
| | Friday-Sunday | \$110/hr. | \$135/hr. |

- Insurance fee required for all parties/receptions: 1-50 people \$115; 51+ people \$170

Foster City School and Audubon Elementary School

Rental Fees – Non-Profit

| Room | Day of the Week | <u>Resident Non-Profit</u> | <u>Non-resident Non-Profit</u> |
|-------------|-----------------|----------------------------|--------------------------------|
| School MPRs | Monday-Thursday | \$30/hr. | \$35/hr. |
| | Friday-Sunday | \$45/hr. | \$65/hr. |

- Insurance fee required for all parties/receptions: 1-50 people \$115; 51+ people \$170
- Deposit for School MPR Rooms is \$200.00
- To be eligible for the non-profit rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)
- To be eligible for the **resident** non-profit rate, a roster must be presented showing at least 51% of the group to be Foster City residents in addition to the non-profit letter
- Deposit and insurance fees still apply

Special Non-Profit Facility Rental Fees – Non-Profit

| Special Non-Profit Category | Rate |
|--|-------------|
| County-Wide Community Group | \$20/hr |
| Foster City Based Non-Profit Community Group | \$10/hr |
| City Use or City Affiliated Community Group | No charge |

Foster City Park Rental Rates
Updated Fees Effective July 1, 2021

| Park | Resident Rate | Non-Resident Rate | Insurance (required for all rentals if serving alcohol) |
|--|---|--------------------------|--|
| Gull, Marlin, Erckenbrack | \$75 Capacity 50 people | N/A | \$151 |
| Boothbay | 25-50 people \$125 51-100 people \$175 101-150 people \$225 | N/A | 25-50 people \$151 51-150 people \$185 |
| Leo Ryan Patio Area | \$75 Capacity 50 people | N/A | \$151 |
| Leo Ryan Amphitheater Four (4) hour maximum rental time | 1-50 people = \$100 flat fee 51-100 = \$125 flat fee 101-150 = \$175 flat fee 151-200 = \$225 flat fee | N/A | 25-50 people \$151 51-150 people \$185 |
| Leo Ryan Gazebo Two (2) hour maximum rental time | \$40 Capacity 25 people | N/A | \$151 |
| Leo Ryan Grass West | \$40 Capacity 25 people | N/A | \$151 |
| Bridgeview and Shorebird Park | \$40 Capacity 30 people | N/A | \$151 |
| Catamaran, Farragut | \$65 Capacity 30 people | N/A | \$151 |

**Inflatable jump house -\$30 administrative fee*

- First change to a facility and park rental is free. For additional changes (location and date), Renter will incur a \$10 charge per change.
- A \$25 cancellation fee will be charged for park rentals cancelled less than seven (7) calendar days in advance of the reservation.
- Rain Out Policy- Full refunds will be issued if it rains during a scheduled rental and makes the reserved area unusable. Park user must contact Parks and Recreation Department staff within the week following the date of the permit. Requests to cancel a permit due to the forecast of bad weather will not be granted without a \$25 cancellation fee.
- Damage reimbursement agreement.

Foster City Park Sports Fields Rental Rates

| | Foster City Youth Programs (Priority A & B Groups) | Resident Rate and Foster City Based Non-profits and Businesses (Priority C & D) | Non-Resident Youth and Teen Rate (Priority E) |
|------------------------------|---|--|--|
| Softball/ Baseball Fields | \$10/resident/season \$45/non-resident/season | \$15/hour/team, plus \$35/non-resident/season | \$35/hour |
| Soccer Fields | \$10/resident/season \$45/non-resident/season | \$20/hour per team, plus \$35 per non-resident/season | \$35/hour |
| Field Lights | \$30/hour | \$35/hour | \$35/hour |

PRIORITY SCHEDULE (In accordance with Foster City Municipal Code Section 12.16.090):

- A. City of Foster City sponsored activities
- B. Foster City youth organizations (AYSO, PYSC, FCLL, FCYSA, FCYBA), city community service organizations, and special interest clubs conducting business meetings or programs which are free and open to the public
- C. Foster City residents
- D. Foster City based non-profit organizations & businesses
- E. Non-city non-profit residents, clubs or organizations

Foster City Bocce Court Rental Rates

Resident and Non-Resident Rates

| | |
|--|----------|
| Court 1 | \$20/hr. |
| Court 2 | \$20/hr. |
| Insurance (required if serving alcohol) | \$151 |

Brewer Island Elementary School Gymnasium

Resident and Non-Resident Rates

| | |
|----------------------|----------------------|
| Gym | \$75/hr. |
| Liability Insurance* | \$1,000,000 coverage |

**coverage required for any and all use of the gymnasium*

Tennis Courts

Resident Groups/Organizations Only. No private rentals.

| | |
|--------------------|----------|
| Edgewater Court #1 | \$25/hr. |
| Edgewater Court #3 | \$25/hr. |
| Edgewater Court #4 | \$25/hr. |
| Edgewater Court #5 | \$25/hr. |
| Boothbay Court #1 | \$25/hr. |
| Boothbay Court #2 | \$25/hr. |

Foster City Tennis Club non-resident rate \$35 per year.

Pickleball Courts

Resident Groups/Organizations Only.

No private rentals.

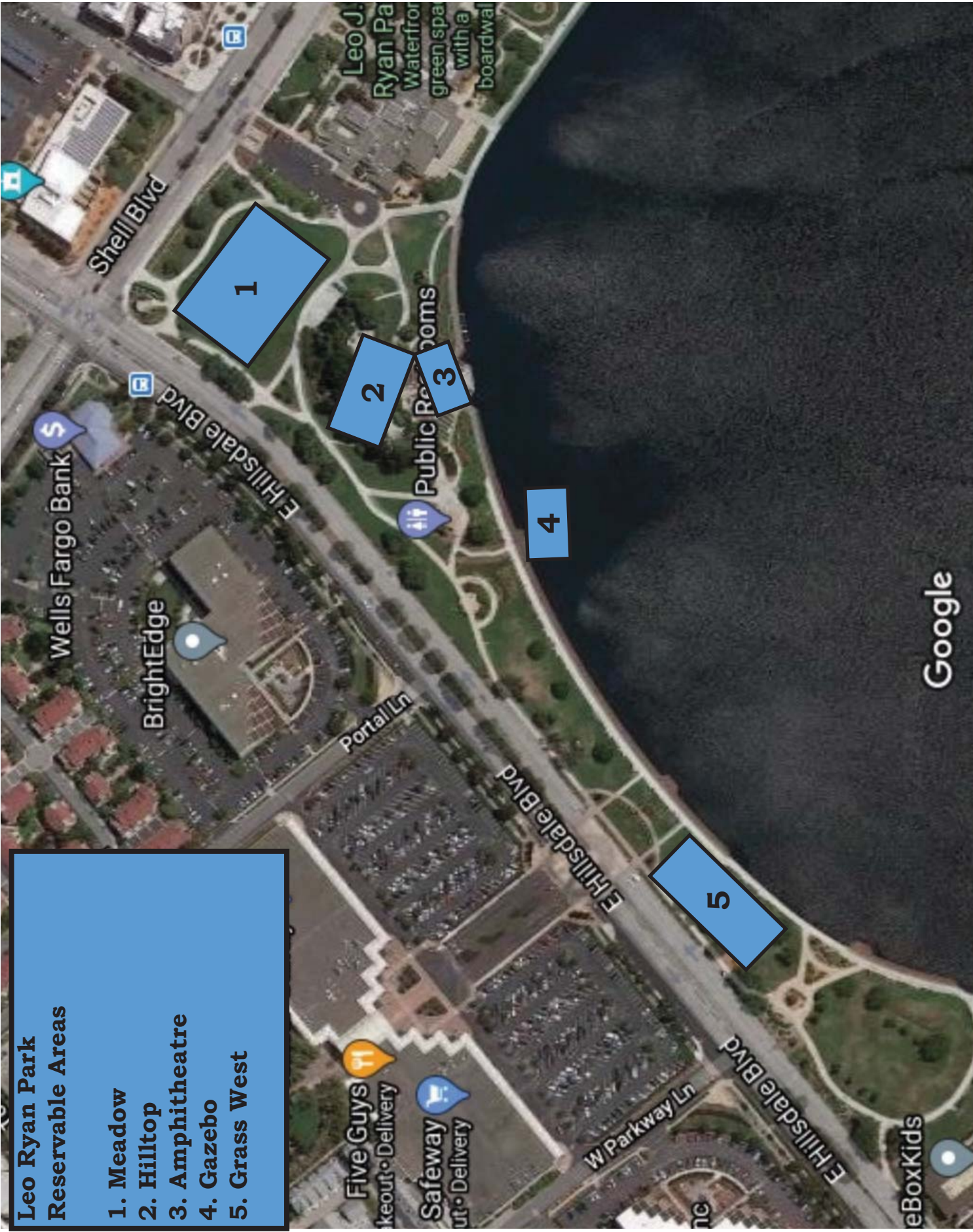
| | |
|------------------------------|----------|
| Leo Ryan Pickleball Court #1 | \$25/hr. |
| Leo Ryan Pickleball Court #2 | \$25/hr. |
| Leo Ryan Pickleball Court #3 | \$25/hr. |
| Leo Ryan Pickleball Court #4 | \$25/hr. |
| Leo Ryan Pickleball Court #5 | \$25/hr. |
| Leo Ryan Pickleball Court #6 | \$25/hr. |

Special Event Fees

| Type | Fee |
|----------------------------------|---------------------|
| Special Event Permit Application | \$50 non-refundable |
| Returning IDEC Event | \$50 |
| New IDEC Event | \$100 |

**IDEC stands for Interdepartmental Evaluation Committee*

A special event is often referred to an outdoor function with over 50 people in attendance. Once the application is reviewed by City Staff, it will be forwarded to IDEC for further review if applicable. Per City Council direction, non-city co-sponsored special events are to be cost recovery.



Leo Ryan Park

Reservable Areas

- 1. Meadow
- 2. Hilltop
- 3. Amphitheatre
- 4. Gazebo
- 5. Grass West



DATE: June 7, 2021

TO: Mayor and Members of the City Council

FROM: Peter Pirnejad, City Manager

SUBJECT: PUBLIC HEARING FOR FY 2021-2022 PRELIMINARY BUDGET

RECOMMENDATION

It is recommended that the City Council/EMID Board ("City Council") receive public comments regarding the FY 2021-2022 Preliminary Budget and provide final direction relative to the budget. Any direction provided from the City Council, via Minute Order, as a result of the public hearing will then be incorporated in the FY 2021-2022 Final Budget for adoption on June 21, 2021. The Five-Year Financial Plan will also be updated based on the Final Budget for FY 2021-2022.

EXECUTIVE SUMMARY

The City Council held Special Meetings/Budget Study Sessions on February 22, March 29, and May 10, 2021 to review various aspects of the preliminary budget for FY 2021-2022. The City Council reviewed the entire preliminary budget (available on the City's website) at a Budget Study Session held on May 10, 2021. At that same meeting, the City Council also considered applications for FY 2021-2022 funding from non-profit agencies.

The public hearing this evening allows the public an opportunity to comment on the preliminary budget and for the City Council to consider this input before providing direction with respect to the final budget for FY 2021-2022, which is scheduled for adoption on June 21, 2021.

BACKGROUND AND ANALYSIS

On May 10, City staff presented the FY 2021-2022 preliminary budget and 5-year financial plan for the General Fund (Funds 001-003) as follows:

| City of Foster City, California | | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| General Fund (Fund 001 to 003) | | | | | | | | |
| Proposed Five Year Financial Plan FY 2021-2022 to FY 2025-2026 | | | | | | | | |
| | Budgeted | Projected | Forecast | | | | | |
| | 2020-2021 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | |
| Revenues | | | | | | | | |
| Total Revenues | 47,153,978 | 46,711,475 | 48,087,019 | 51,938,900 | 54,851,319 | 57,243,492 | 58,561,624 | |
| Expenditures | 46,447,916 | 46,165,953 | 49,118,810 | 49,765,372 | 50,906,301 | 52,160,794 | 53,109,313 | |
| Net revenues over (under) expenditures before transfers | 706,062 | 545,522 | (1,031,791) | 2,173,528 | 3,945,018 | 5,082,698 | 5,452,311 | |
| One Time Transfers In from BAERS Fund and Equipment Replacement Fund | - | 1,027,619 | - | - | - | - | - | |
| Net Transfers In (Out) | (1,350,000) | (1,350,000) | (1,500,000) | (3,500,000) | (3,500,000) | (3,500,000) | (3,500,000) | |
| Net Increase (Decrease) in Fund Balance Excluding ARP Relief | (643,938) | 223,141 | (2,531,791) | (1,326,472) | 445,018 | 1,582,698 | 1,952,311 | |
| American Rescue Plan Act Relief (ARP) | - | 3,190,000 | 3,190,000 | - | - | - | - | |
| Net Increase (Decrease) in Fund Balance With ARP Relief | (643,938) | 3,413,141 | 658,209 | (1,326,472) | 445,018 | 1,582,698 | 1,952,311 | |
| Opening Fund Balance | 50,503,421 | 50,503,421 | 53,916,562 | 54,574,771 | 53,248,299 | 53,693,317 | 55,276,015 | |
| Ending Fund Balance (Reserves) | 49,859,483 | 53,916,562 | 54,574,771 | 53,248,299 | 53,693,317 | 55,276,015 | 57,228,326 | |

Various changes have since occurred. On May 17, the City Council authorized the use of the FY 2019-2020 \$4,055,505 rollover surplus in its entirety as a transfer out to the Pension Stabilization Fund. As a companion action, the City Council then authorized a June payment of \$7.5 million from the Pension Stabilization Fund to CalPERS to reduce the City's unfunded accrued liability (UAL). Since the additional \$7.5 million payment to CalPERS reduces the annual required UAL contribution to CalPERS, the May 10 proposed expenditures for the 5-year financial plan will need to be reduced by an aggregate amount of \$2.49 million as follow:

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | Total |
|--|-----------|-----------|-----------|-----------|-----------|-----------|
| Estimated Annual savings from additional \$7.5M payment to CalPERS | 392,281 | 503,835 | 517,691 | 531,928 | 546,555 | 2,492,290 |

On May 25, the City Council approved a budget augmentation for the Human Resources Department for initial work for recruitment services and leadership development consulting services of \$20,000 and \$19,000 respectively that were already included in the proposed FY 2021-2022 preliminary budget. In addition, the Police Department has determined that crossing guard services of \$21,600 budgeted in FY 2020-2021 will not be spent this year (due to the school closures as a result of the COVID-19 pandemic).

Each of the above events has now been incorporated onto the revised FY 2021-2022 preliminary budget (Funds 001-003) as follows:

| City of Foster City, California | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| General Fund (Funds 001 to 003) | | | | | | | |
| Proposed Five Year Financial Plan FY 2021-2022 to FY 2025-2026 | | | | | | | |
| | Budgeted | Projected | Forecast | | | | |
| | 2020-2021 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
| Revenues | | | | | | | |
| Total Revenues | 47,153,978 | 46,711,475 | 48,087,019 | 51,938,900 | 54,851,319 | 57,243,492 | 58,561,624 |
| Expenditures | 46,447,916 | 46,183,353 | 48,687,529 | 49,266,637 | 50,393,810 | 51,634,166 | 52,568,258 |
| Net revenues over (under) expenditures before transfers | 706,062 | 528,122 | (600,510) | 2,672,263 | 4,457,509 | 5,609,326 | 5,993,366 |
| One Time Transfers in from BAERS Fund and Equipment Replacement Fund | - | 1,027,619 | - | - | - | - | - |
| Net Transfers in (Out) | (1,350,000) | (1,350,000) | (1,500,000) | (3,500,000) | (3,500,000) | (3,500,000) | (3,500,000) |
| Net Increase (Decrease) in Fund Balance Excluding ARP Relief | (643,938) | 205,741 | (2,100,510) | (827,737) | 957,509 | 2,109,326 | 2,493,366 |
| American Rescue Plan Act Relief (ARP) | - | 3,190,000 | 3,190,000 | - | - | - | - |
| Net Increase (Decrease) in Fund Balance With ARP Relief | (643,938) | 3,395,741 | 1,089,490 | (827,737) | 957,509 | 2,109,326 | 2,493,366 |
| Opening Fund Balance | 50,503,421 | 50,503,421 | 49,843,657 | 50,933,147 | 50,105,410 | 51,062,919 | 53,172,245 |
| Use of FY 2019-2020 Rollover Surplus | - | (4,055,505) | - | - | - | - | - |
| Ending Fund Balance (Reserves) | 49,859,483 | 49,843,657 | 50,933,147 | 50,105,410 | 51,062,919 | 53,172,245 | 55,665,611 |

Direction received at this evening relative to the funding approval for non-profit agencies will also be incorporated into the FY 2021-2022 Final Budget. Finally, any additional direction received on budgetary matters at tonight's meeting will also be incorporated into the Final Budget.

It would be appropriate for the City Council to receive public testimony relative to the revised preliminary FY 2021-2022 Budget at this time. Upon hearing public testimony, City staff recommends that the City Council provide final direction towards the preparation of the final FY 2021-2022 Budget, which will be on the City Council agenda at its June 21, 2021 regular meeting for approval.

FISCAL IMPACT

Based on City Council direction from tonight's public hearing, City staff will incorporate adjustments in the FY 2021-2022 Final Budget for adoption on June 21, 2021.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with City Council's Vision Statement for a Sustainable Foster City under the economic sustainability framework.

Attachments:

- Attachment 1 - May 3, 2021 City Council Briefing and FY 2021-2022 Overview Document for the May 10, 2021 Budget Study Session
- Attachment 2 - Revised Preliminary FY 2021-2022 General Fund (Funds 001 to 003) 5-Year Financial Plan



CITY OF FOSTER CITY

MEMORANDUM

DATE: May 3, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District (EMID) Board of Directors

FROM: Peter Pirnejad, City/District Manager

SUBJECT: **CITY COUNCIL BRIEFING AND FY 2021-2022 OVERVIEW DOCUMENT FOR MAY 10, 2021 BUDGET STUDY SESSION**

The purpose of this summary document is to provide a high-level overview of the budget and will focus on any significant changes in revenues and expenditures from last fiscal year and highlight budgetary trends that will require attention. Based on direction to be provided at the May 10, 2021 Budget Study Session, City staff will proceed to prepare the FY 2021-2022 Final Budget and Five-Year Financial Plan to be considered for adoption on June 21, 2021. Assuming the budget document is approved at that meeting, it will become effective on July 1, 2021.

As the FY 2021-2022 Budget is presented to the City Council, the unprecedented economic crisis resulting from the Novel Coronavirus (COVID-19) pandemic lingers. The challenges of the public health crisis confront all levels of government as massive revenue losses which have been occurring since the onset of the pandemic are projected to continue. The Preliminary Budget for FY 2021-2022 and Five-Year Financial Plan have been prepared based on the direction provided at earlier public meetings. Meanwhile, the City is projecting organic expenditure growth as may be expected in any year with the added expenditures associated, workers compensation, internal service funds, and a 6% increase in expenditures associated with the San Mateo Consolidated Fire Department (SMCFD). The objective for staff is to assemble an annual budget that balances changes in revenue levels, increased operating expenses, and incorporates the City Council's strategic priorities while ensuring continuity of essential services for the community.

The City has a comprehensive budget development process that begins in the previous year (September) and goes through a series of public meetings until adoption in the current year (June). Early on, expecting that all revenue sources will endure some repercussions from the crisis, the Executive Leadership Team and staff worked to identify one-time budget balancing actions and/or potential long-term reductions that would help bridge the deficit. These various deficit remediation strategies included a hiring freeze, transfer of monies from the Equipment Replacement Fund, discontinuation of the Bay Area Employee Relations Services (BAERS) program – just to name a few.

With time, the economic conditions have become further realized and staff is working to backfill vacant positions and make structural adjustments to the organization to alleviate the compounded impacts from this past year. The proposed budget reflects a steadfast commitment from staff to advance, to the extent possible, the Vision and Mission of the City Council and community, alongside its strategic priorities, while continuing to prudently manage City resources, and providing for

essential services and the City's critical infrastructure needs, which is consistent with our theme of catch up, keep up, and get ahead for FY 2021-2022.

GENERAL OVERVIEW OF PRELIMINARY FY 2021-2022 BUDGET AND ASSUMPTIONS

On February 22, 2021, staff provided City Council with an update on the City's financial status and projected Fund Balances at year end. The key components included a General Fund update for the current year, which showed the City's General Fund was projected to finish FY 2020-2021 with a small \$362,000 surplus, while continuing to hold reserves above 100% of operating expenditures. Economic conditions from the COVID-19 pandemic continues to weigh on revenues, especially on our hotels and the City's recreation center programs and rentals. Transient occupancy tax and recreation center revenues are projected to plummet approximately 78% each from the February 2020 forecast (pre-COVID-19) for FY 2019-2020 to the February 2020 forecast for FY 2020-2021. These declines equate to a slide from \$4.85 million to \$1.04 million and from \$2.04 to \$0.45 million. Adding sales tax and business license tax to the mix, the estimated cumulative revenue losses for FY 2019-2020 and FY 2020-2021 is \$8.69 million.

| General Fund Revenue Losses FY 2019-20 and 2020-21 | | | | | | | |
|---|------------|------------------------|-----------|-----------|--|--|-------------|
| | Actual | Projected | Actual | Projected | Revenue Loss in FY 2019-20 Compared to Pre-COVID Projections for FY 2019-20 | Revenue Loss in FY 2020-21 Compared to Pre-COVID Projections for FY 2019-20 | |
| | 2018-19 | 2019-20 (Pre-COVID) | 2019-20 | 2020-21 | | | Cumulative |
| Transient Occupancy Tax | 4,389,794 | 4,848,900 | 3,506,101 | 1,044,690 | (1,342,799) | (3,804,210) | (5,147,009) |
| Sales Tax | 3,672,915 | 3,510,000 | 3,149,274 | 3,040,600 | (360,726) | (469,400) | (830,126) |
| Business License Tax | 1,764,875 | 1,768,100 | 1,674,780 | 1,423,600 | (93,320) | (344,500) | (437,820) |
| Charges for current services -Recreation | 1,457,450 | 1,645,800 | 1,040,574 | 365,235 | (605,226) | (1,280,565) | (1,885,791) |
| Rentals - Parks and Recreation | 395,360 | 396,000 | 322,042 | 82,350 | (73,958) | (313,650) | (387,608) |
| | 11,680,394 | 12,168,800 | 9,692,771 | 5,956,475 | (2,476,029) | (6,212,325) | (8,688,354) |

In addition, the citywide unfunded pension liability of \$85.9 million (as of the latest CalPERS actuarial valuation report) remains an ongoing concern.

Personnel Expenditures for FY 2021-2022 Budget and 5-Year Financial Plan – As a service organization, personnel costs account for over 61% of the City's General Fund expenditures (this is lower than prior years as a result of fire services having been contracted out to SMCDF). A net decrease of 3.0 full-time FTE's for a citywide total of 164 FTEs is recommended for FY 2021-2022. While no wage increases are anticipated in FY 2020-2021, negotiations are currently in progress and staff has incorporated a 2% annual wage increase/COLA assumption placeholder in the forecast for FY 2021-2022 through FY 2025-2026 for all bargaining units. In addition, staff has included the latest CalPERS employer cost estimates into the financial plan. The forecasted employer pension costs in the General Fund's Five-Year Financial Plan are \$8.63 million for FY 2020-2021; \$9.17 million for FY 2021-2022; \$9.57 million for FY 2022-2023; \$9.98 million for FY 2023-2024; and \$9.93 million for FY 2024-2025.

| City of Foster City, California | | | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------------------------|-----------|
| General Fund (Fund 001 to 003) Expenditures | | | | | | | | | |
| Proposed Five Year Financial Plan FY 2021-2022 to FY 2025-2026 | | | | | | | | | |
| | Budgeted | Projected | Forecast | | | | | FY 2021-22 vs Projected FY 2020-21 | |
| | 2020-2021 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2021-22 | 2021-22 |
| Department Expenditures | | | | | | | | | |
| Employee Services | 29,310,795 | 28,526,117 | 30,017,054 | 30,939,593 | 31,729,686 | 32,538,503 | 33,087,917 | 5.2% | 1,490,937 |
| Salaries and wages | 16,754,661 | 16,089,253 | 16,590,852 | 16,919,357 | 17,251,069 | 17,584,583 | 18,115,814 | 3.1% | 501,599 |
| PERS | 8,014,259 | 7,953,445 | 8,634,642 | 9,171,308 | 9,568,066 | 9,980,168 | 9,933,023 | 8.6% | 681,197 |
| Flex Allowance | 2,582,800 | 2,554,087 | 2,551,662 | 2,552,499 | 2,553,352 | 2,554,222 | 2,555,109 | -0.1% | (2,425) |
| Workers Compensation | 1,148,189 | 1,136,137 | 1,438,832 | 1,485,140 | 1,535,558 | 1,587,431 | 1,641,202 | 26.6% | 302,695 |
| Other | 810,886 | 793,195 | 801,066 | 811,289 | 821,641 | 832,099 | 842,769 | 1.0% | 7,871 |
| Supplies and contract services | 13,599,889 | 13,986,323 | 14,965,840 | 15,109,888 | 15,395,159 | 15,767,903 | 16,089,734 | 7.0% | 979,517 |
| Total Department expenses | 42,910,684 | 42,512,440 | 44,982,894 | 46,049,481 | 47,124,845 | 48,306,406 | 49,177,651 | 5.8% | 2,470,454 |
| Internal Services Charges | 7,075,790 | 7,071,626 | 7,580,693 | 7,732,265 | 7,879,601 | 8,036,913 | 8,196,899 | 7.2% | 509,067 |
| Reallocations | (3,538,558) | (3,418,113) | (3,444,777) | (3,513,674) | (3,583,945) | (3,655,625) | (3,728,737) | 0.8% | (26,664) |
| Net Expenditures | 46,447,916 | 46,165,953 | 49,118,810 | 50,268,072 | 51,420,501 | 52,687,894 | 53,645,813 | 6.4% | 2,952,857 |
| Less: Allowance for expenditure savings | | | (502,700) | (514,200) | (514,200) | (526,900) | (536,500) | | - |
| Projected Net Expenditures | 46,447,916 | 46,165,953 | 49,118,810 | 49,765,372 | 50,906,301 | 52,160,794 | 53,109,313 | 6.4% | 2,952,857 |

Levee Protection Planning & Improvements Project – Improvements are needed to address findings from Federal Emergency Management Administration (FEMA) indicating the City’s current levee system is non-compliant with new FEMA requirements for flood hazard protection. Unless upgrades are made to the levee system, the entire City will be placed in a flood zone designation that will require property owners with federally-backed loans obtain flood insurance and owners selling property in Foster City will also be required to disclose the flood zone designation as part of the sale. During FY 2020-2021, the City commenced construction on its Levee Protection Planning and Improvements Project (CIP 327-657). In March 2018, the City Council authorized a June 5, 2018 ballot measure (Measure P) to issue up to \$90 million of General Obligation (GO) Bonds to fund this project. The measure passed with over 80% support and in August 2020, \$85 million of bonds were issued for the project.

Wastewater Treatment Plant Improvements Project – The District will continue work on the expansion and upgrade of the jointly owned Wastewater Treatment Plant (WWTP) with the City of San Mateo. In June 2019, the District and San Mateo, through its jointly established San Mateo-Foster City Public Financing Authority (SM-FC PFA) issued 2019 Wastewater Revenue Bonds to partially finance each agency’s respective WWTP capital costs. In November 2019, the PFA received approval for a Water Infrastructure Finance and Innovation Act (WIFIA) loan. With rate increases, the Wastewater Enterprise Fund is projected to generate the necessary revenues to meet debt service coverage requirements and to secure the additional financing needed for the District’s estimated \$153.6 million share of the WWTP project cost.

Non-Profit Funding – For many years, the City Council has set aside funds to support non-profit agencies that operate special activities, programs or services that benefit the Foster City community. Per City Council policy direction, City staff conducted broad outreach and invited non-profit agencies to submit an application for the FY 2021-2022 funding period. The City Council will be receiving presentations from the non-profit applicants at the Special Meeting/Budget Study Session on May 10, 2021. The City Council will then determine funding levels by agency and award the selected non-profit agencies with grant funding based on their proposal at its Regular Meeting on June 7, 2021.

Departmental Budget Variances/Exception Requests – After a thorough review of their departments, each Department Head makes recommendations to the City Manager for additional resources (or variances from the current year’s budget) needed to maintain appropriate levels of service. The City Manager considers each request and determines which will be included in the budget proposal. Details of the variance requests that were approved by the City Manager and included in the FY 2021-2022 Preliminary Budget proposal are in Exhibit A.

OVERALL FORECAST AND GENERAL FUND RESERVE

The City is projecting continued volatility for several revenue streams. While economic indicators such as national GDP, employment, consumer spending are recovering from the COVID-19 lows, local conditions in Foster City suggests that hotels, restaurants, and recreation center programs and rentals are anticipated to have different recovery timelines. As a result, General Fund deficits are projected in the next two years, before the application of available American Rescue Plan (ARP) relief monies. With the inclusion of the ARP funds in the current and next year, the General Fund is expected to eliminate the FY 2021-2022 deficit and accumulate sufficient rollover surpluses to offset the FY 2022-2023 forecasted deficit as indicated on the table below.

In addition, General Fund reserves is projected to exceed 100% of operating expenditures in each year of the 5-year financial forecast. The City Council's policy on the General Fund Reserve target range is 33-1/3% to 50% of the budgeted annual General Fund operating expenditures.

City of Foster City, California General Fund (Fund 001 to 003) Proposed Five Year Financial Plan FY 2021-0200 to FY 2025-2026

| | Projected | Forecast | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
| Total Revenues | \$46,711,475 | \$48,087,019 | \$51,938,900 | \$54,851,319 | \$57,243,492 | \$58,561,624 |
| Projected Expenditures | \$46,165,953 | \$49,118,811 | \$50,268,072 | \$51,420,501 | \$52,687,693 | \$53,645,812 |
| Less: Projected Annual Expenditure Savings of 1% | \$0 | \$0 | (\$502,700) | (\$514,200) | (\$526,900) | (\$536,500) |
| Net revenues over (under) expenditures before transfers | \$545,522 | (\$1,031,792) | \$2,173,528 | \$3,945,018 | \$5,082,699 | \$5,452,312 |
| One Time Transfer In from BAERS Fund and Equipment | \$1,027,619 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net Transfers In (Out) | (\$1,350,000) | (\$1,500,000) | (\$3,500,000) | (\$3,500,000) | (\$3,500,000) | (\$3,500,000) |
| Net Increase (Decrease) in Fund Balance | \$223,141 | (\$2,531,792) | (\$1,326,472) | \$445,018 | \$1,582,699 | \$1,952,312 |
| American Rescue Plan Act Relief (ARP) | \$3,190,000 | \$3,190,000 | \$0 | \$0 | \$0 | \$0 |
| Net Increase (Decrease) in Fund Balance with ARP Relief | \$3,413,141 | \$658,208 | -\$1,326,472 | \$445,018 | \$1,582,699 | \$1,952,312 |
| Opening Fund Balance | \$52,665,802 | \$53,916,562 | \$54,574,770 | \$53,248,298 | \$53,693,316 | \$55,276,016 |
| Ending Fund Balance (Reserves) | \$53,916,562 | \$54,574,770 | \$53,248,298 | \$53,693,316 | \$55,276,015 | \$57,228,328 |
| Reserve Balance as % of Next Year's Operating Expenditures | 109.8% | 109.7% | 104.6% | 102.9% | 104.1% | 105.1% |

CONCLUSION

The proposed FY 2021-2022 Budget is a combination of short-term and ongoing cost reductions that both solve the immediate budget crisis and put the City in a fiscally sustainable position to address the lingering impacts of the COVID-19 pandemic and resulting economic recession, as well as the anticipated cost increases related to CalPERS unfunded liability. The COVID-19 pandemic is projected to continue to impact the City's revenues through FY 2022-2023, and the recovery is anticipated to be gradual. With that said, the recommendations will provide the City organization with the resources necessary to maintain vital City services and move forward with a strategy to ensure a positive sustainable future for the Foster City community. Due to the uncertainty of the duration, breath, and severity of COVID-19, City staff will continue to monitor its operational and fiscal impacts and will provide regular updates to the City Council. Staff will also continue to evaluate and refine its operations to ensure greater efficiencies.

If you have any questions about the detail contained in the document and the Preliminary FY 2021-2022 Budget and 5-Year Financial Plan, please feel free to contact me, Finance Director Edmund Suen, or the respective Department Heads in preparation for the Budget Study Session on May 10, 2021.

| EXCEPTION REQUESTS | | | | | | | | |
|--|---|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------|
| | | | Sum of FY 21-22 Proposed | Sum of FY 22-23 Proposed | Sum of FY 23-24 Proposed | Sum of FY 24-25 Proposed | Sum of FY 25-26 Proposed | 5 Year Total |
| DEPT | Proposal | Description | | | | | | |
| CMO | 001-0110 City Manager Department Contract, Professional, Special Services | Animal Control Contract and Shelter Construction | 48,897 | 49,316 | 49,743 | 50,178 | 50,622 | 248,756 |
| CMO | 001-0110 City Manager Department Membership, Dues, Subscriptions | Various membership | 2,950 | - | - | - | - | 2,950 |
| CMO | 001-0110 City Manager Department Personnel Exception Requests | Management Coordinator | 100,864 | 102,881 | 104,938 | 107,037 | 109,178 | 524,898 |
| City Clerk | 001-0230 Contract Video Production Services | Video Production Services - Elimination of in house part time Videographer | 20,000 | 20,400 | 20,800 | 21,224 | 21,648 | 104,072 |
| City Clerk | 001-0230 Social Media & Communications Assistant Part Time Benefited Supporting Staff to Full Time | Convert PT Communication Assistant to Full Time | (541) | 86 | 725 | 1,378 | 2,043 | 3,691 |
| CMO and PW | 001-05 / 001-09 / 401 / 451 Replace PW and PR Directors and Align Merged Department Head | Replace PW and PR Directors and Align to Merged Department Head | (287,400) | (293,150) | (299,010) | (304,992) | (311,092) | (1,495,644) |
| PW | 001-05 / 001-09 / 401 / 451/ 501 / 505 Reclassify Sr. Management Analyst to Principal Management Analyst | Reclassify Sr. Management Analyst to Principal Management Analyst | 23,735 | 24,208 | 24,695 | 25,189 | 25,693 | 123,520 |
| PW | 001-0520 PR MEDIANS & CUL-DE-SAC MAINTENANCE ANNUAL CPI INCREASE | MEDIANS & CUL-DE-SAC MAINTENANCE ANNUAL CPI INCREASE | 4,500 | 3,100 | 3,100 | 3,100 | 3,100 | 16,900 |
| PW | 001-0520 PR METERS/WATER/SEWER | Parks METERS/WATER/SEWER | 40,000 | 60,000 | 60,000 | 60,000 | 60,000 | 280,000 |
| PW | 001-0520 / 001-09 / 401 / 451 Reclassify 1 Parks Manager Position to Parks/Facility Maintenance Manager | Reclassify 1 Parks Manager Position to Parks/Facility Maintenance Manager | 88,558 | 90,329 | 92,137 | 93,978 | 95,858 | 460,860 |
| PW | 001-0520 RE-FINISH BOARDWALK | RE-FINISH BOARDWALK | 50,000 | - | - | - | - | 50,000 |
| PD | 001-0630 PD CIBRS REPORTING | CIBRS REPORTING | 25,000 | - | - | - | - | 25,000 |
| PD | 001-0630 Police Ballistic Glass | Ballistic Glass | 21,000 | - | - | - | - | 21,000 |
| PD | 001-0650 PD / SM-FC Unified School District - Crossing Guards | Crossing Guards | 21,600 | - | - | - | - | 21,600 |
| Fire | 001-0750 FD / JPA Contract | Fire JPA Contract | 660,373 | | | | | 660,373 |
| CDD | 001-0812 CURRENT PLANNING - PLANNING TECH OUTSIDE CONSULTANT | PLANNING TECH OUTSIDE CONSULTANT | 83,200 | - | - | - | - | 83,200 |
| PW | 001-09 / 401 / 451 Reclassification of Management Assistant to Management Coordinator and confirm Y-Rating of incumbent in the position | Reclassification of Management Assistant to Management Coordinator and confirm Y-Rating of incumbent in the position | 22,492 | 22,942 | 23,402 | 23,869 | 24,348 | 117,053 |
| PW | 001-09 / 401 / 451 Reclassify Vacant Associate Engineer to a newly created Senior Engineer classification | Reclassify Vacant Associate Engineer to a newly created Senior Engineer classification | 26,958 | 27,498 | 28,048 | 28,608 | 29,180 | 140,292 |
| PW | 001-0910-431-4251 Engineering On-Call Services | Engineering On-Call Services | 70,000 | - | - | - | - | 70,000 |
| HR | 001-1210 HR Recruitment - 3 Positions | Recruitment - 3 Positions | 65,000 | - | - | - | - | 65,000 |
| HR | 001-1210 HR Training | Training | 25,000 | - | - | - | - | 25,000 |
| HR | 001-1210-HR WC Increase | Workers Compensation Rate Increase | 345,960 | 352,879 | 359,935 | 367,134 | 374,474 | 1,800,382 |
| FIN | 002-1120 FS SAN MATEO COUNTY (SMC) PROPERTY TAX ADMINISTRATIVE FEES (PTAF) | SAN MATEO COUNTY (SMC) PROPERTY TAX ADMINISTRATIVE FEES (PTAF) | 22,600 | 15,300 | 16,100 | 16,900 | 17,700 | 88,600 |
| CDD | 128-0838 Land Use Consultant for Community Engagement for Golf Course | Land Use Consultant for Community Engagement for Golf Course | 100,000 | - | - | - | - | 100,000 |
| CDD | 128-0845 Consultant for Housing Element Implementation | Consultant for Housing Element Implementation | 130,000 | - | - | - | - | 130,000 |
| CDD | 129-0932 Green Building Consultant | Green Building Consultant | 90,000 | - | - | - | - | 90,000 |
| CDD | 129-0932 Implementation of SB 1383 | Implementation of SB 1383 | 30,000 | - | - | - | - | 30,000 |
| PW | 129-0932 Street Light Consultant | Street Light Consultant | 30,000 | - | - | - | - | 30,000 |
| PW | 401-0960 PW WATER EQUIPMENT BACKHOE PAVEMENT HAMMER | PW WATER EQUIPMENT BACKHOE PAVEMENT HAMMER | 13,000 | - | - | - | - | 13,000 |
| CMO | 504-0160 IT ISF IT Strategic Plan | IT Strategic Plan | 60,000 | - | - | - | - | 60,000 |
| CMO | 504-0160 IT ISF Agenda Software Replacement | Agenda Software Replacement | 50,000 | - | - | - | - | 50,000 |
| CMO | 504-0160 IT ISF CMMS Software Purchase | CMMS Software Purchase | 50,000 | - | - | - | - | 50,000 |
| CMO | 504-0160 IT ISF Permitting/Inspection System Replacement/Enhancement | Permitting/Inspection System Replacement/Enhancement | 207,750 | - | - | - | - | 207,750 |
| CMO | 504-0160 Public Engagement Software | Public Engagement Software | 20,000 | - | - | - | - | 20,000 |
| CMO | 504-0160 Social Media Sentiment Analysis Software | Social Media Sentiment Analysis Software | 25,000 | - | - | - | - | 25,000 |
| | Grand Total | | 2,286,496 | 475,789 | 484,613 | 493,603 | 502,752 | 4,243,253 |
| | | | | | | | | |
| Breakdown by Fund: | | | Sum of FY 21-22 Proposed | Sum of FY 22-23 Proposed | Sum of FY 23-24 Proposed | Sum of FY 24-25 Proposed | Sum of FY 25-26 Proposed | Total |
| General Fund 001 & 002 | | | 1,321,215 | 313,071 | 318,634 | 324,306 | 330,068 | 2,607,294 |
| Recreation Fund 003 | | | 3,930 | 4,008 | 4,089 | 4,171 | 4,255 | 20,453 |
| General Plan Fund 128 & Construction and Demolition Fund 129 | | | 380,000 | - | - | - | - | 380,000 |
| Water Operating Fund 401 | | | (49,471) | (63,721) | (64,994) | (66,295) | (67,620) | (312,101) |
| Wastewater Operating Fund 451 | | | 51,056 | 52,076 | 53,119 | 54,182 | 55,265 | 265,698 |
| Vehicle Rental Fund 501 (to be assessed back to government and enterprise funds) | | | 85,664 | 87,377 | 89,126 | 90,907 | 92,726 | 445,800 |
| Communication & Info Fund 504 (to be assessed back to government and enterprise funds) | | | 412,750 | - | - | - | - | 412,750 |
| Building Maintenance Fund 505 (to be assessed back to government and enterprise funds) | | | 81,352 | 82,978 | 84,639 | 86,332 | 88,058 | 423,359 |
| Totals | | | 2,286,496 | 475,789 | 484,613 | 493,603 | 502,752 | 4,243,253 |
| | | | | | | | | |

| City of Foster City, California | | | | | | | | |
|--|--|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General Fund (Funds 001 to 003) | | | | | | | | |
| Proposed Five Year Financial Plan FY 2021-2022 to FY 2025-2026 | | | | | | | | |
| | | | Budgeted | Projected | Forecast | | | |
| by Source: | | | 2020-2021 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
| | | | | | | | | 2025-2026 |
| | Property tax | | 29,176,800 | 30,395,207 | 31,103,300 | 31,881,200 | 32,957,700 | 33,778,700 |
| | Excess ERAF | | 1,035,520 | 3,020,190 | 1,526,800 | 1,555,900 | 1,587,000 | 1,618,750 |
| | Transient Occupancy Tax | | 2,424,450 | 1,044,690 | 2,361,000 | 3,433,080 | 4,692,960 | 5,866,200 |
| | Property Taxes in-lieu of Vehicle License Fee | | 3,743,640 | 2,667,175 | 2,943,400 | 3,862,200 | 3,943,300 | 4,042,200 |
| | Sales Tax | | 2,797,500 | 3,040,600 | 3,079,800 | 3,199,900 | 3,311,300 | 3,416,600 |
| | Business License Tax | | 1,588,400 | 1,423,600 | 1,452,100 | 1,481,100 | 1,510,700 | 1,540,900 |
| | Charges for current services -Recreation | | 1,248,225 | 367,627 | 1,152,920 | 1,417,685 | 1,663,100 | 1,696,362 |
| | Charges for current services - CDD | | 558,648 | 558,648 | 522,397 | 529,966 | 523,310 | 540,182 |
| | Permits | | 1,373,105 | 1,373,105 | 845,802 | 1,182,040 | 1,023,127 | 1,085,788 |
| | Franchise Taxes | | 1,076,000 | 1,076,000 | 1,135,820 | 1,195,600 | 1,219,500 | 1,244,000 |
| | Interest Income | | 434,200 | 280,500 | 280,500 | 420,800 | 559,700 | 699,600 |
| | Rentals - City/EMID | | 606,990 | 606,990 | 606,990 | 612,129 | 617,372 | 447,720 |
| | Rentals - Parks and Recreation | | 297,000 | 82,351 | 277,200 | 336,600 | 396,000 | 403,920 |
| | Other (Fines, Paramedic Support, Street Sweeping, Admin Fee) | | 389,100 | 370,392 | 389,100 | 395,800 | 402,200 | 409,100 |
| | Other taxes (real property tax transfer) | | 274,400 | 274,400 | 279,890 | 304,900 | 314,050 | 323,470 |
| | Intergovernmental (SB90, Grants, etc.) | | 130,000 | 130,000 | 130,000 | 130,000 | 130,000 | 130,000 |
| | Total Revenues | | 47,153,978 | 46,711,475 | 48,087,019 | 51,938,900 | 54,851,319 | 57,243,492 |
| | Expenditures | | 46,447,916 | 46,183,353 | 48,687,529 | 49,266,637 | 50,393,810 | 51,634,166 |
| | Net revenues over (under) expenditures before transfers | | 706,062 | 528,122 | (600,510) | 2,672,263 | 4,457,509 | 5,609,326 |
| | One Time Transfers In from BAERS Fund and Equipment Replacement Fund | | - | 1,027,619 | - | - | - | - |
| | Net Transfers In (Out) | | (1,350,000) | (1,350,000) | (1,500,000) | (3,500,000) | (3,500,000) | (3,500,000) |
| | Net Increase (Decrease) in Fund Balance Excluding ARP Relief | | (643,938) | 205,741 | (2,100,510) | (827,737) | 957,509 | 2,109,326 |
| | American Rescue Plan Act Relief (ARP) | | - | 3,190,000 | 3,190,000 | - | - | - |
| | Net Increase (Decrease) in Fund Balance With ARP Relief | | (643,938) | 3,395,741 | 1,089,490 | (827,737) | 957,509 | 2,109,326 |
| | Opening Fund Balance | | 50,503,421 | 50,503,421 | 49,843,657 | 50,933,147 | 50,105,410 | 51,062,919 |
| | Use of FY 2019-2020 Rollover Surplus - Pension Stabilization Fund | | - | (4,055,505) | - | - | - | - |
| | Ending Fund Balance (Reserves) | | 49,859,483 | 49,843,657 | 50,933,147 | 50,105,410 | 51,062,919 | 53,172,245 |
| | | | | | | | | |
| | | | | | | | | |
| City of Foster City, California | | | | | | | | |
| General Fund (Funds 001 to 003) Expenditures | | | | | | | | |
| Proposed Five Year Financial Plan FY 2021-2022 to FY 2025-2026 | | | | | | | | |
| | | | Budgeted | Projected | Forecast | | | |
| | | | 2020-2021 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
| | | | | | | | | 2025-2026 |
| | Department Expenditures | | | | | | | |
| | Employee Services | | 29,310,795 | 28,526,117 | 29,624,773 | 30,435,758 | 31,211,995 | 32,006,575 |
| | Salaries and wages | | 16,754,661 | 16,089,253 | 16,590,852 | 16,919,357 | 17,251,069 | 17,584,583 |
| | PERS | | 8,014,259 | 7,953,445 | 8,634,642 | 9,171,308 | 9,568,066 | 9,980,168 |
| | Annual savings from additional \$7.5M payment to CalPERS | | - | - | (392,281) | (503,835) | (517,691) | (531,928) |
| | Flex Allowance | | 2,582,800 | 2,554,087 | 2,551,662 | 2,552,499 | 2,553,352 | 2,554,222 |
| | Workers Compensation | | 1,148,189 | 1,136,137 | 1,438,832 | 1,485,140 | 1,535,558 | 1,587,431 |
| | Other | | 810,886 | 793,195 | 801,066 | 811,289 | 821,641 | 832,099 |
| | Supplies and contract services | | 13,599,889 | 14,003,723 | 14,926,840 | 15,109,888 | 15,395,159 | 15,767,903 |
| | Total Department expenses | | 42,910,684 | 42,529,840 | 44,551,613 | 45,545,646 | 46,607,154 | 47,774,478 |
| | Internal Services Charges | | 7,075,790 | 7,071,626 | 7,580,693 | 7,732,265 | 7,879,601 | 8,036,913 |
| | Reallocations | | (3,538,558) | (3,418,113) | (3,444,777) | (3,513,674) | (3,583,945) | (3,655,625) |
| | Net Expenditures | | 46,447,916 | 46,183,353 | 48,687,529 | 49,764,237 | 50,902,810 | 52,155,766 |
| | Less: Allowance for expenditure savings | | | | | (497,600) | (509,000) | (521,600) |
| | Projected Net Expenditures | | 46,447,916 | 46,183,353 | 48,687,529 | 49,266,637 | 50,393,810 | 51,634,166 |



DATE: June 7, 2021

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Peter Pirnejad, City/District Manager

FROM: Dante Hall, Assistant City Manager/Acting Parks & Recreation/Public
Works Director

SUBJECT: WATER RATES FOR FISCAL YEAR 2021-2022

RECOMMENDATION

It is recommended that the City Council of the City of Foster City and Board of Directors of the Estero Municipal Improvement District (EMID):

1. Open the Public Hearing to receive comments on proposed Water Rates for Fiscal Year 2021-2022; and
2. After considering the staff report and the public testimony, adopt the attached resolution amending the Master Fees and Service Charges Schedule establishing new Water Rates effective July 1, 2021.

EXECUTIVE SUMMARY

On March 29, 2021, the EMID Board held a Budget Study Session to consider an analysis by EMID's rate consultant, Bartle Wells Associates (BWA) of water rates for FY 2021-2022 and the existing adopted five-year wastewater rates through FY 2024-2025. Pursuant to direction received from the EMID Board at that meeting, staff prepared a public hearing notice of new water rates to be adopted for FY 2021-2022.

As a courtesy, the notice also included information about the previously adopted Wastewater rates and indicated that there would be no discussion of these rates at the public hearing. Wastewater rates were adopted for the five year period in order to

secure the lowest cost financing for the District's share of the Clean Water Infrastructure Improvement Project at the jointly-owned Wastewater Treatment Plan.

In conformance with Proposition 218, the Estero Municipal Improvement District (District) mailed the public hearing notice with the proposed rates to all ratepayers on April 23, 2021.

BWA recommends that the District implement a 2.8% volumetric rate increase and a 4.0% meter charge increase for Rate Year 2021-2022 Water Rates. The proposed rates provide adequate revenue for operations, capital expenditures and transfers, account for water loss, and maintain the operating fund balance at or above target levels. The major driver for rate increases are the cost of operations and maintenance of the water system over the five year term.

BACKGROUND

The District provides water service to a population of approximately 37,700. Over 80% of all water accounts utilize the smallest meter size (3/4") which is typically associated with single family residential accounts. There are approximately 8,180 total water accounts, including both water service and private fire protection service accounts.

Water bills are composed of a fixed monthly charge for water system availability that is based upon the size of water meter for domestic accounts and the line size for fire line accounts, plus a consumption charge calculated on the metered water use based on the cost of the water that is delivered to the account.

On March 29, 2021, the EMID Board held a Budget Study Session regarding water and wastewater rates for FY 2021-2022. At the Budget Study Session, the EMID Board considered information developed by EMID's rate consultant, Bartle Wells Associates (BWA). Based upon that analysis, the EMID Board directed staff to prepare a Proposition 218 notice for an adjustment of water rates for FY 2021-2022 per the consultant's analysis, and to proceed with implementing previously adopted rates for wastewater services. Pursuant to that direction and in conformance with Proposition 218, staff prepared a public hearing notice that included the proposed water rates. The Estero Municipal Improvement District (District) mailed the public hearing notice with the proposed rates on April 23, 2021. As required, this notice described the proposed increases to water rates for FY 2021-2022 which are scheduled for discussion at tonight's meeting. As a courtesy to customers, the notices also described the previously approved increase of wastewater rates through FY 2024-2025 but indicated that these rates would not be discussed at tonight's meeting.

ANALYSIS

BWA recommends that the District implement a 2.8% volumetric rate increase and a 4.0% meter charge increase for Rate Year 2021-2022 Water Rates. The proposed rates provide for adequate revenue for operations, capital expenditures and transfers, account for water loss, and maintain the operating fund balance at or above target levels.

- Operational Costs: The District's projected operating expenditures are anticipated to increase over the next five years by 27%, or 13% if excluding water purchases and bond repayment.
- Capital Funding: EMID's strategy for funding long-term capital water improvements calls for an annual transfer from water operating revenues to the City's Capital Improvement Fund to fund those projects over the next ten (10) years. The proposed rate projections include a transfer out of \$680,000 for FY 2021-2022.
- Conservation Costs: The rate model includes an allocation of \$200,000 to the Water Sustainability Rebate Program for FY 2021-2022 to continue to support voluntary water conservation effort.

Table 3 from the Bartle Wells Associates (BWA) analysis, which is included in both Exhibit A and Exhibit C to the attached resolutions provides a comparison of current water rates to proposed rates.

Table 3

City of Foster City / Estero Municipal Improvement District
Proposed Water Rates - Two Tier Hybrid Model

| | | TWO TIER HYBRID MODEL | | | | | | | | | |
|---|---------------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Recommended Rate | Current Rates | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
| Monthly Meter Charge | | | | | | | | | | | |
| 3/4" | \$23.85 | \$24.80 | \$25.80 | \$26.85 | \$27.90 | \$29.00 | \$30.15 | \$31.30 | \$32.40 | \$33.35 | \$34.35 |
| 1" | 39.75 | 41.33 | 43.00 | 44.75 | 46.50 | 48.33 | 50.25 | 52.17 | 54.00 | 55.58 | 57.25 |
| 1-1/2" | 95.40 | 99.20 | 103.20 | 107.40 | 111.80 | 116.00 | 120.60 | 125.20 | 129.60 | 133.40 | 137.40 |
| 2" | 127.20 | 132.27 | 137.60 | 143.20 | 148.80 | 154.67 | 160.80 | 166.93 | 172.80 | 177.87 | 183.20 |
| 3" | 278.25 | 289.33 | 301.00 | 313.25 | 325.50 | 338.33 | 351.75 | 365.17 | 378.00 | 389.08 | 400.75 |
| 4" | 500.85 | 520.80 | 541.80 | 563.85 | 585.90 | 609.00 | 633.15 | 657.30 | 680.40 | 700.35 | 721.35 |
| 6" | 1,113.00 | 1,157.33 | 1,204.00 | 1,253.00 | 1,302.00 | 1,353.33 | 1,407.00 | 1,460.67 | 1,512.00 | 1,558.33 | 1,603.00 |
| 8" or greater | 1,908.00 | 1,984.00 | 2,064.00 | 2,148.00 | 2,232.00 | 2,320.00 | 2,412.00 | 2,504.00 | 2,592.00 | 2,668.00 | 2,748.00 |
| Conservation-Based Water Rate Model (based on bi-monthly allotments) | | | | | | | | | | | |
| <i>Single Family Residential</i> | | | | | | | | | | | |
| Tier 1 0-20 per ccf | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 Over 20 ccf | 6.41 | 6.55 | 6.70 | 6.79 | 6.96 | 7.15 | 7.43 | 7.75 | 8.09 | 8.44 | 8.81 |
| <i>Multi-Family Residential (per living unit)</i> | | | | | | | | | | | |
| Tier 1 0-10 ccf per living unit | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 Over 10 ccf per living unit | 6.46 | 6.57 | 6.72 | 6.81 | 6.98 | 7.17 | 7.45 | 7.77 | 8.11 | 8.46 | 8.83 |
| <i>Irrigation Customers</i> | | | | | | | | | | | |
| Tier 1 <=100% of annual budget | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 >100% of annual budget | 6.39 | 6.51 | 6.66 | 6.76 | 6.93 | 7.12 | 7.40 | 7.73 | 8.06 | 8.42 | 8.79 |
| <i>Commercial and Fire Line Customers</i> | | | | | | | | | | | |
| Base Consumption Rate | 5.88 | 6.04 | 6.20 | 6.35 | 6.52 | 6.73 | 7.01 | 7.33 | 7.67 | 8.03 | 8.40 |
| Monthly Fire Meter Charge | | | | | | | | | | | |
| 3/4" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.89 | 48.09 |
| 1" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.89 | 48.09 |
| 1-1/2" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.89 | 48.09 |
| 2" | 44.60 | 46.38 | 48.25 | 50.21 | 52.17 | 54.23 | 56.38 | 58.53 | 60.59 | 62.36 | 64.23 |
| 3" | 97.31 | 101.18 | 105.26 | 109.55 | 113.83 | 118.32 | 123.01 | 127.70 | 132.19 | 136.07 | 140.15 |
| 4" | 175.30 | 182.28 | 189.63 | 197.35 | 205.07 | 213.15 | 221.60 | 230.06 | 238.14 | 245.12 | 252.47 |
| 6" | 389.47 | 404.98 | 421.31 | 438.46 | 455.61 | 473.57 | 492.35 | 511.13 | 529.09 | 544.61 | 560.94 |
| 8" or greater | 667.80 | 694.40 | 722.40 | 751.80 | 781.20 | 812.00 | 844.20 | 876.40 | 907.20 | 933.80 | 961.80 |
| (Minimum charge is equivalent to 1-1/2" meter charge) | | | | | | | | | | | |

The primary reasons for the proposed water rate increases is projected increases over the next five years in the San Francisco Public Utility Commission (SFPUC) wholesale water rate. The City purchases water from the SFPUC. For each unit of water purchased, the City is required to pay a surcharge to the Bay Area Water Supply and Conservation Agency for improvements to the regional Hetch Hetchy Reservoir water delivery system. The \$4.8 billion improvement project, which spans approximately 200 miles over two (2) major California fault lines, will ensure that the water system can continue to deliver water to customers in the event a major earthquake. The improvements will also increase the capacity of reservoirs to handle periods of drought and replace or repair segments of the system that are over 100 years old. Although the improvement project is nearly complete, SFPUC operating costs and debt service are projected to increase over the next five years.

SFPUC rates are projected to be held level at \$4.10/ccf for the next year despite escalating SFPUC debt service and operating costs through use of a balancing account that was built up from SFPUC wholesale water sales exceeding projections. However, the SFPUC rate model for FY 2023-2024 and FY 2024-2025 are projected to increase by 15.2% and 11.1% respectively.

The EMID Board has implemented a long-term rate smoothing model that takes into consideration long-range projections for wholesale water rates and significant capital

improvements and maintains rate increases at no greater than 10% per year. The proposed FY 2021-2022 were prepared using this 10-year model, which has proven to be successful in dampening rate increases.

Table 5 - Projected Water Rate Impacts in Exhibits A and C provides projections for future rate impacts for single family ratepayers in FY 2021-2022 and into the future.

Table 5
Foster City / Estero Municipal Improvement District
Projected Water Rate Impacts

| Projected Water Bills | Current | Fiscal Year Ending June 30 | | | | | Extended Year Projection | | | | |
|--|---------|----------------------------|---------|---------|---------|---------|--------------------------|---------|---------|---------|----------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Two Tier Hybrid Model | | | | | | | | | | | |
| Single Family Residential Monthly Rate | \$69.93 | \$72.16 | \$74.44 | \$76.77 | \$79.18 | \$82.04 | \$85.43 | \$89.14 | \$92.96 | \$96.79 | \$100.75 |
| \$ Increase | | 2.23 | 2.28 | 2.33 | 2.41 | 2.86 | 3.39 | 3.71 | 3.82 | 3.83 | 3.96 |
| % Increase | | 3.2% | 3.2% | 3.1% | 3.1% | 3.6% | 4.1% | 4.3% | 4.3% | 4.1% | 4.1% |

Based on Single Family Residential Use of 8 ccf

Rate Survey

The consultant surveyed communities along the San Francisco Peninsula to compare the District's typical residential monthly water bill with neighboring communities. The results of the survey are summarized in Exhibit A. Based upon the proposed rates, the District's average monthly water bill for FY 2021-2022 for a single family customer is \$72.16. Since it is unknown what the comparator agencies are proposing for FY 2021-2022, the District compares its current monthly residential water bills for FY 2020-2021 to the current rates for the neighboring agencies. The survey indicates the District's water rates remain among the lowest on the Peninsula. For FY 2020-2021, the average monthly water bill for the region (based on eight units of water for monthly usage) is \$92.39 per month and the District's current (FY 2020-2021) average monthly residential water bill is \$69.93 per month, or nearly 25% less than the average.

Public Notice

Article XIII D, Section 3(a), added to the Constitution by Proposition 218, generally prohibits taxes, assessments, fees, and charges "assessed by any agency upon any parcel of property or upon any person as an incident of property ownership." Properly adopted property-related fees are exempt from this general prohibition. Water rates are therefore allowed, but subject to the public notice provisions of Proposition 218, which calls for the EMID Board to issue a notice of public hearing to all ratepayers no less than forty-five (45) days prior to the date of the public hearing.

A notice of public hearing was prepared and mailed out on April 23, 2021, to 10,243 property owners of record and non-owner account holders. A copy of the Notice is

attached as Exhibit B. The rate notice establishes the highest rate that the District is permitted to charge its customers at this Public Hearing. The District may adopt rates lower than the rates included in the Proposition 218 public hearing notice, but it may not adopt rates higher than those in the public hearing notice.

Per the requirements of Proposition 218, if more than a majority of ratepayers protest any proposed rate change, the EMID Board may not move forward with implementing the changes. Ratepayers are required to submit written protests to the City Clerk/District Secretary. As of May 31, 2021, the City/District had received one (1) written protest. Protests may be made up to the time of the Public Hearing. A final number of protests will be reported at the District Board meeting to confirm that the District may proceed with adopting the noticed rates.

Public Notices for this meeting were advertised in compliance with the applicable State statute and local ordinance. All ratepayers were notified of the proposed rate increases by mail. If the EMID Board approves the proposed rates, no further notices will be sent to ratepayers other than a note on the bills indicating that rates were approved effective July 1, 2021, and that more information can be found on the City/District's website or by calling the City/District.

Staff prepared the attached resolutions to incorporate the rate changes into the Master Fees and Service Charge Schedule. The proposed rates are based upon the data that was reviewed by, and direction received from, the EMID Board at its March 29, 2021 meeting.

FISCAL IMPACT

Proposed water rates for FY 2021-2022 as shown in Exhibit A and C will sufficiently cover the projected system expenditures while adhering to budget policy objectives established by the EMID Board related to enterprise funds. All fiscal impacts for the water system are borne by water system customers. There is no General Fund impact.

CITY COUNCIL/DISTRICT BOARD VISION, MISSION, AND VALUE/PRIORITY AREA

Establishing water rates to support the on-going water operation is consistent with the City Council/District Board's Value/Priority area of "Facilities and Infrastructure" to maintain a standard of excellence with regards to infrastructure, including streets, lagoon, levee, parks, water supply system, wastewater system, storm water collection system, and City facilities to preserve and enhance quality of life for future generations.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Exhibit A - Bartle Wells Associates Water and Wastewater Rate Study Analysis
- Exhibit B - Prop 218 Notice for FY 2021-2022
- Exhibit C - Tables 3 and 5

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
ESTABLISHING NEW WATER RATES FOR FISCAL YEAR 2021-2022

CITY OF FOSTER CITY

WHEREAS, on June 7, 2021, the City Council held a public hearing to consider changes to the Master Fees and Service Charges Schedule establishing water rates for Fiscal Year 2021-2022; and

WHEREAS, at its Budget Study Session held on March 29, 2021, the City Council reviewed detailed analyses of the District's utility system operations, revenues, expenses and long-term capital improvement program; and

WHEREAS, the City Council determined to use a Two-Tier Hybrid Rate Smoothing Model for purposes of establishing water rates, and confirmed that it wished to maintain previously adopted wastewater rates for FY 2021-2022 based on a Bond Financing Wastewater Rate Smoothing Model, based upon projected expenditures (including the District's share of its joint costs with the City of San Mateo for a 20-year Wastewater Treatment Plant Master Improvements Project); and

WHEREAS, public notice was mailed on April 23, 2021, to all rate payers in accordance with the provisions of Proposition 218 regarding the public hearing scheduled for June 7, 2021; and

WHEREAS, the June 7, 2021, public hearing was conducted and testimony was received in regards to the proposed water rates for Fiscal Year 2021-2022 to become effective July 1, 2020; and

WHEREAS, the Water Rate Study indicates water service charges require adjustments to allow for proper maintenance and replacement of existing utility infrastructure, and to provide adequate reserves for emergency; and

WHEREAS, the attached Exhibit A and Exhibit B incorporate the City Council and EMID Board's policy direction received at the City Council meeting on March 29, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby establish that the attached Exhibit A and Exhibit B shall become the City Council's new water and wastewater service charges to be incorporated into the Master Fees and Service Charges Schedule for Fiscal Year 2021- 2022; and

BE IT FURTHER RESOLVED that the City Council finds that the increase is necessary for operating expenses; supplies, equipment, and materials; emergency reserves; and capital projects necessary to maintain services within the existing service area. Therefore, this proceeding is exempt from the requirements of the California Environmental Quality Act.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL
IMPROVEMENT DISTRICT ESTABLISHING NEW WATER RATES FOR FISCAL YEAR
2021-2022

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, on June 7, 2021, the District Board held a public hearing to consider changes to the Master Fees and Service Charges Schedule establishing water rates for Fiscal Year 2021-2022; and

WHEREAS, at a Budget Study Session held on March 29, 2021, the District Board reviewed detailed analyses of the District's utility system operations, revenues, expenses and long-term capital improvement program; and

WHEREAS, the District Board determined to use a Two-Tier Hybrid Rate Smoothing Model for purposes of establishing water rates, and confirmed that it wished to maintain previously adopted wastewater rates for FY 2021-2022 based on a Bond Financing Wastewater Rate Smoothing Model, based upon projected expenditures (including the District's share of its joint costs with the City of San Mateo for a 20-year Wastewater Treatment Plant Master Improvements Project); and

WHEREAS, public notice was mailed on April 23, 2021, to all rate payers in accordance with the provisions of Proposition 218 regarding the public hearing scheduled for June 7, 2021; and

WHEREAS, the June 7, 2021, public hearing was conducted and testimony was received in regards to the proposed water rates for Fiscal Year 2021-2022 to become effective July 1, 2020; and

WHEREAS, the Water Rate Study indicates water service charges require adjustments to allow for proper maintenance and replacement of existing utility infrastructure, and to provide adequate reserves for emergency; and

WHEREAS, the attached Exhibit A and Exhibit B incorporate the City Council and EMID Board's policy direction received at the meeting on March 29, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby establish that the attached Exhibit A and Exhibit B shall become the District Board's new water and wastewater service charges to be incorporated into the Master Fees and Service Charges Schedule for Fiscal Year 2021- 2022; and

BE IT FURTHER RESOLVED that the District Board finds that the increase is necessary for operating expenses; supplies, equipment, and materials; emergency reserves; and capital projects necessary to maintain services within the existing service area. Therefore, this proceeding is exempt from the requirements of the California Environmental Quality Act.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



DATE: March 15th, 2021

TO: City of Foster City/Estero Municipal Improvement District

FROM: Bartle Wells Associates

SUBJECT: Water and Wastewater Rate Study Update Results

SUMMARY OF FINDINGS AND RECOMMENDATIONS

Introduction and Background

The Estero Municipal Improvement District (District) engaged Bartle Wells Associates (BWA) to develop 10-year financial projections for the District's Water and Wastewater Enterprises and to recommend water and wastewater rate adjustments for the next five-year period. BWA last conducted formal rate studies in 2020, which resulted in a one-year rate approval for water rates for FY 2021 and five-year rate approval for wastewater rates.

Current and projected water service rates are in the lower range compared to other agencies on the Peninsula and wastewater service rates are in the middle range compared to other agencies on the Peninsula. The District water and wastewater enterprises face unique infrastructure funding challenges.

Water

The primary driver for the proposed rate increases is to smooth District rate increases due to projected increases in the San Francisco Public Utilities Commission (SFPUC) wholesale water rate. The District faces costs associated with the \$4.8 billion Water System Improvement Project (WSIP) to upgrade the Hetch Hetchy Water System, resulting in significant additional wholesale SFPUC rate increases beginning in FY 2023. The WSIP is over 98.8% complete as of December 31st, 2020, however SFPUC operating costs and debt service are projected to increase over the next five years.

The San Francisco Public Utilities Commission (SFPUC), the sole source of water supply for the District, released updated projections for their wholesale rate for the next year (FY 2022). SFPUC is projecting the current rate of \$4.10 in FY 2021 per hundred cubic feet (ccf) will remain the same in FY 2022.

SFPUC rates are projected to be held level at \$4.10/ccf for the next year despite escalating SFPUC debt service and operating costs through use of a balancing account. The balancing account was built up from SFPUC wholesale water sales exceeding projections used in rate setting. SFPUC is anticipating wholesale rates to increase in FY 2023 after the fund balance gets to zero. SFPUC rates are projected to increase by 2.2% in FY 2023, 16.2% in FY 2024, 3.3% in FY 2025, and 8.3% in FY 2026. BWA proposed water rates are designed to phase in District rate increases over time to avoid sharp increases.

The District will also continue to make annual payments, projected to be \$810,408 in FY 2022, to the Bay Area Water Supply and Conservation Agency (BAWSCA) for the WSIP capital improvements that were funded through the issuance of bonds. The water enterprise's single largest cost is water purchases from SFPUC.

BWA proposed water rates are designed to maintain the operating fund above target levels (90 days operating expenses in reserves) and cover District operating and capital costs. Excluding water purchase and capital related costs, District operating costs are projected to increase by about 3% per year. Additionally, the District is projected to increase the capital set aside from \$205,000 per year to \$680,000 per year. Proposed water rates are based on 11% water loss, down from 11.5% from the previous study. That is, 89% of the water EMID purchases is sold to retail customers.

To maintain the operating reserves, fund the increased capital set aside, and phase in volumetric rates, BWA recommends the District implement a 2.8% volumetric rate increase and a 4% meter charge increase in FY 2022. The average bill for a single family home would increase by 3.2% or \$2.23 per month.

Detailed water rate calculations are shown in APPENDIX C.

Wastewater

The District has entered into a Joint Powers Agreement with the City of San Mateo where the District receives treatment of its wastewater via the San Mateo Wastewater Treatment Plant (WWTP). The District is responsible for its share of operating and maintenance costs that San Mateo (as the lead agency and the contracting party) incurs treating the District's wastewater, as well as approximately 24% of the WWTP improvement costs incurred as part of the Clean Water Program (CWP), a 10-year comprehensive capital improvement project initiated in 2014. The Cities of San Mateo and Foster City (District) are expanding the jointly owned WWTP at an estimated cost of \$638 MM with \$154 MM of that falling under Foster City's contributions. This is in addition to local capital projects for the District's own sewage collection system. The wastewater enterprise intends to fund collection system capital expenditures through annual transfers varying between \$1.9 MM and \$2.25 MM from the operating fund to the capital improvement fund.

In June 2020, to fund the anticipated costs of the WWTP CWP improvements, the District Board approved 5 years of wastewater rate increases: three 14.25% per increases in FY 2021 through FY 2023, a 10% wastewater rate increase in FY 2024, and a 2% increase in FY 2025. BWA's 2021 analysis shows that the District has adequate financing capacity for projected debt issuances in the next several years. Additional rate increases 2% each year thereafter are projected, however BWA recommends reevaluating outer year increases over the next several years as financing terms and capital costs materialize.

Detailed wastewater rate calculations are shown in APPENDIX E.

Rate Surveys

A survey of communities along the San Francisco Peninsula was conducted to compare the District's typical residential monthly water and wastewater bills with neighboring communities. The results of the water survey are summarized in APPENDIX B and the results of the wastewater survey are summarized in APPENDIX D.

Including the recommended increase, the District's average monthly water bill proposed for FY 2022 is \$72.36. Since it is unknown what the comparator agencies are proposing for FY 2022, the District compares its current monthly residential water bills for FY 2021

to the current rates for the neighboring agencies. The survey indicates the District's water rates remain among the lowest on the Peninsula. For FY 2021, the average monthly water bill for the region (based on 8 units of water for monthly usage) is \$92.39 per month and the District's current (FY 2021) average monthly residential water bill is \$69.93 per month, or about 24% less than the current average of neighboring communities.

The District's wastewater rates remain slightly below the average amongst its comparator agencies. The average monthly bill among comparator agencies for FY 2021 is \$99.24. Since it is unknown what the comparator agencies are proposing for FY 2022, the District's compares its current monthly residential wastewater bills for FY 2021 to the current rates for the neighboring agencies. For FY 2021, the District's average rate is \$97.34 per month, or about 2% less than the average (\$99.24) of the neighboring communities for FY 2021.

Water Enterprise Fund

The District currently provides water service to a population of approximately 37,687. Most of the District's customers are residential. Table 1 shows the approximately 8,181 accounts/meters that allow for water service and fire protection service.

Table 1
City of Foster City / Estero Municipal Improvement District
Water Meters By Size

Data as of: 02/04/21

| Meter Size | Accounts | Meter Ratio ^{1,2} | Est. Meter Equivalents ³ |
|--|-----------|----------------------------|-------------------------------------|
| Water Service | | | |
| 3/4" | 6,767 | 1.00 | 6,767 |
| 1" | 457 | 1.67 | 762 |
| 1-1/2" | 169 | 4.00 | 676 |
| 2" | 379 | 5.33 | 2,021 |
| 3" | 89 | 11.67 | 1,038 |
| 4" | 54 | 21.00 | 1,134 |
| 6" | 28 | 46.67 | 1,307 |
| 8" or greater | <u>19</u> | 80.00 | <u>1,520</u> |
| Subtotal | 7,962 | | 15,225 |
| Private Fire Protection Service | | | |
| 3/4" | 0 | 1.40 | 0 |
| 1" | 7 | 1.40 | 10 |
| 1-1/2" | 3 | 1.40 | 4 |
| 2" | 0 | 1.87 | 0 |
| 3" | 2 | 4.08 | 8 |
| 4" | 32 | 7.35 | 235 |
| 6" | 95 | 16.33 | 1,551 |
| 8" or greater | <u>80</u> | 28.00 | <u>2,240</u> |
| Subtotal | 219 | | 4,049 |
| Total | 8,181 | | 19,274 |

Source: Foster City/Estero Municipal Improvement District water use records

[1] The meter ratios shall be based on meter size in compliance with ratios established by the American Water Works Association (AWWA) Sizing Water Service Lines and Meters M22, Second Edition, 2004 (M22 Manual)

[2] Private fire protection service ratio based on the fire service line; Resolution No. 2715

[3] Equals the number of accounts multiplied by the meter ratio for each meter size.

Table 2 illustrates the current reserves that the District can draw down in case of emergency or to smooth any “rate shocks” to its customers. In recent years reserves were used as a buffer due to unexpected increases in system water losses.

The District is meeting its 90-day operating fund reserve target in FY 2021 (estimated to be \$3.76 million.)

| Table 2 City of Foster City / Estero Municipal Improvement District Water Enterprise Operating Reserves | |
|---|--------------------|
| Fund Reserve Component | July 1, 2020 |
| | Reserve Balance |
| Reserved for Maintenance & Operation (401) | <u>\$4,919,670</u> |
| Total | \$4,919,670 |

Note: Rate model only includes fund reserve components available to fund ongoing operating expenditures.

Source: City of Foster City/Estero Municipal Improvement District Staff

The wholesale water purchase rates that SFPUC is projecting through FY 2026 are shown graphically in CHART A. The SFPUC also collects the BAWSCA Bond Surcharge from the District. The chart incorporates the BAWSCA Bond Surcharge estimated at \$0.37 cents per ccf. The SFPUC rates and BAWSCA surcharge combined are projected to remain flat from FY 2021 to FY 2022 at \$4.47/ccf (\$4.10 SFPUC + \$.37 BAWSCA). The SFPUC rate is projected to increase by about 33% from FY 2023 to FY 2026.

CHART A

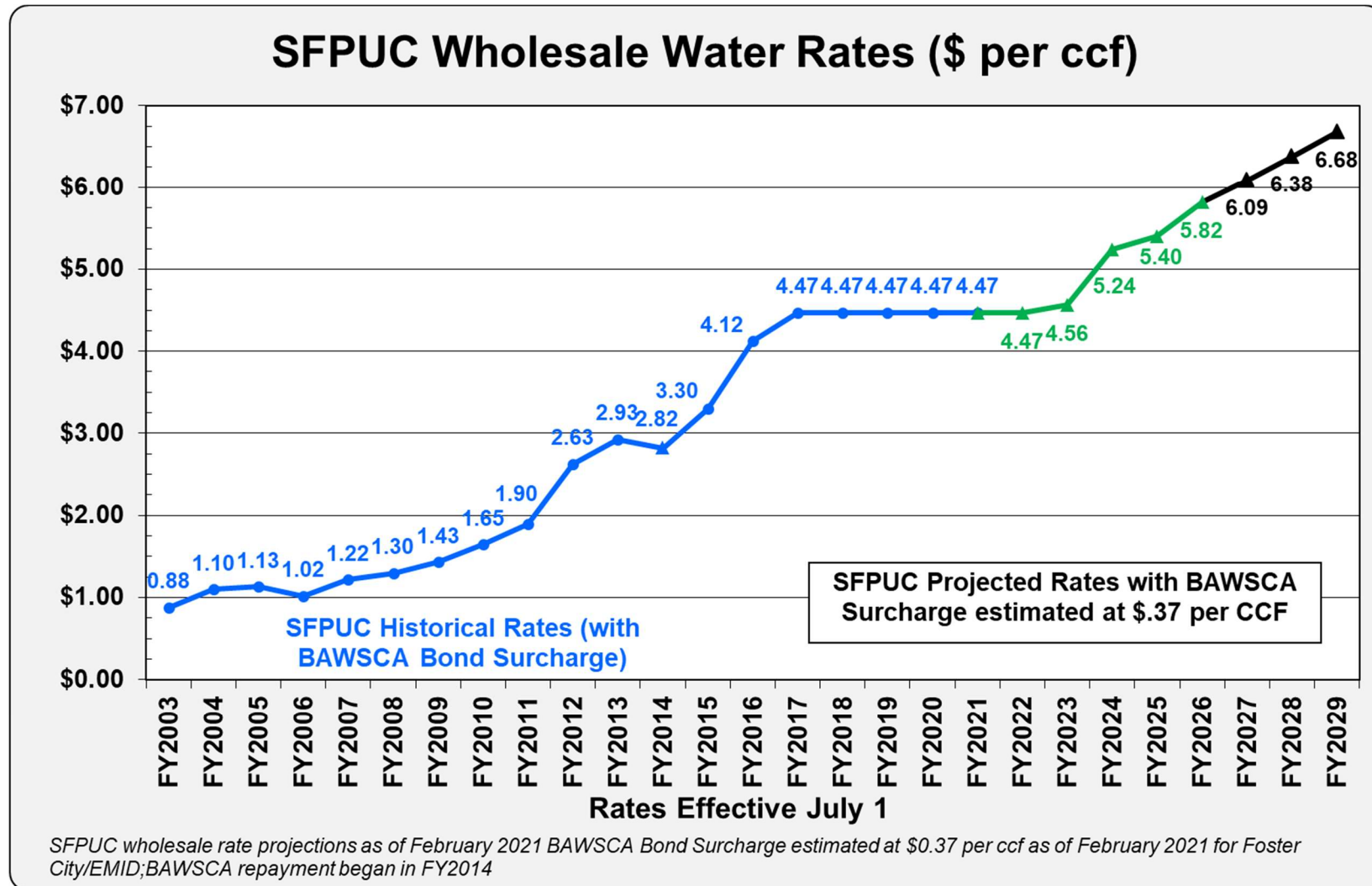


Table 3 summarizes the District’s projected operating expenditures which are anticipated to increase over the next five years by about 27%.

Table 3
City of Foster City / Estero Municipal Improvement District
Water Enterprise O&M Projection

| Expenditures | FY2021 Projected | Five Year Projection | | | | | Annual % Increase [1] |
|-----------------------------------|---------------------|---------------------------|---------------------------|----------------------------|---------------------------|---------------------------|--------------------------|
| | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | |
| Employee Services | 2,362,154 | 2,447,311 | 2,545,204 | 2,647,012 | 2,752,892 | 2,863,008 | 4.0% |
| Internal Services - Others | 771,079 | 812,402 | 832,712 | 853,529 | 874,868 | 896,739 | 2.5% |
| Internal Services - ERF | 443,967 | 633,532 | 649,370 | 665,605 | 682,245 | 699,301 | 2.5% |
| Services & Supplies | 598,901 | 611,900 | 627,198 | 642,877 | 658,949 | 675,423 | 2.5% |
| SFPUC Water Purchases | 9,055,317 | 9,077,000 | 9,295,000 | 10,815,000 | 11,198,000 | 12,159,000 | varies |
| BAWSCA Bond Repayment | 820,775 | 810,408 | 870,000 | 870,000 | 870,000 | 870,000 | |
| Reallocation | 1,207,174 | 1,186,591 | 1,216,256 | 1,246,662 | 1,277,829 | 1,309,774 | 2.5% |
| Water Sustainability | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | |
| TOTAL O&M Expenditures | 15,459,367 | 15,779,144 2.1% | 16,235,739 2.9% | 17,940,685 10.5% | 18,514,783 3.2% | 19,673,246 6.3% | |

[1] Based on City/District Staff direction

Table 4 summarizes the current water rates. The District has variable expenditures which are expenditures that are impacted by the amount of water its customers consume. These costs must be recouped via its volumetric water charge, \$5.76 per ccf in FY 2021. Likewise, the District's meter charges recover fixed expenditures, expenditures that are fixed regardless of amount of water that is consumed, \$23.85 for a ¾" meter in FY 2021.

The District has a two-tiered model for its residential customers where higher levels of water consumption are subject to higher water rates based on a proportionate share of conservation program costs. Commercial customers are charged a uniform rate, which includes commercial customer's proportionate share of conservation program costs.

For its irrigation customers, the District has worked with John Whitcomb of Waterfluence to assign each irrigation customer a water budget. Any water consumed above the irrigation customers allotted amount is subject to a higher Tier 2 rate based on each customer's share of conservation program costs.

APPENDIX A shows District historical water use trends from the prior year. The trend has been an increase in residential and irrigation water usage and a decline in commercial water usage. BWA's proposed rates are designed to match volumetric expenses (such as water purchases) with volumetric revenue. The rate structure mitigates over or under collecting revenue due to fluctuations in water use.

Table 4
City of Foster City / Estero Municipal Improvement District
Current Rates

| Current Rates | | 2021 |
|---|-----------------------------|------------|
| Fixed Meter Charge | | |
| Monthly Meter Charge | | |
| <u>Meter Size</u> | | |
| 3/4" | | \$23.85 |
| 1" | | \$39.75 |
| 1-1/2" | | \$95.40 |
| 2" | | \$127.20 |
| 3" | | \$278.25 |
| 4" | | \$500.85 |
| 6" | | \$1,113.00 |
| 8" or greater | | \$1,908.00 |
| Bi-Monthly Water Consumption Tiers and Rates | | |
| <u>Single Family Residential</u> | | |
| Tier 1 | 0-20 per ccf | \$5.76 |
| Tier 2 | Over 20 ccf | \$6.41 |
| <u>Multi-Family Residential</u> | | |
| Tier 1 | 0-10 ccf per living unit | \$5.76 |
| Tier 2 | Over 10 ccf per living unit | \$6.46 |
| <u>Irrigation Customers</u> | | |
| Tier 1 | <=100% of annual budget | \$5.76 |
| Tier 2 | >100% of annual budget | \$6.39 |
| <u>Commercial and Fire Line</u> | | |
| All usage | | \$5.88 |
| Monthly Private Fire Protection Charge | | |
| <u>Meter Size</u> | | |
| 3/4" | | \$33.39 |
| 1" | | \$33.39 |
| 1-1/2" | | \$33.39 |
| 2" | | \$44.60 |
| 3" | | \$97.31 |
| 4" | | \$175.30 |
| 6" | | \$389.47 |
| 8" or greater | | \$667.80 |

Low Income Discount

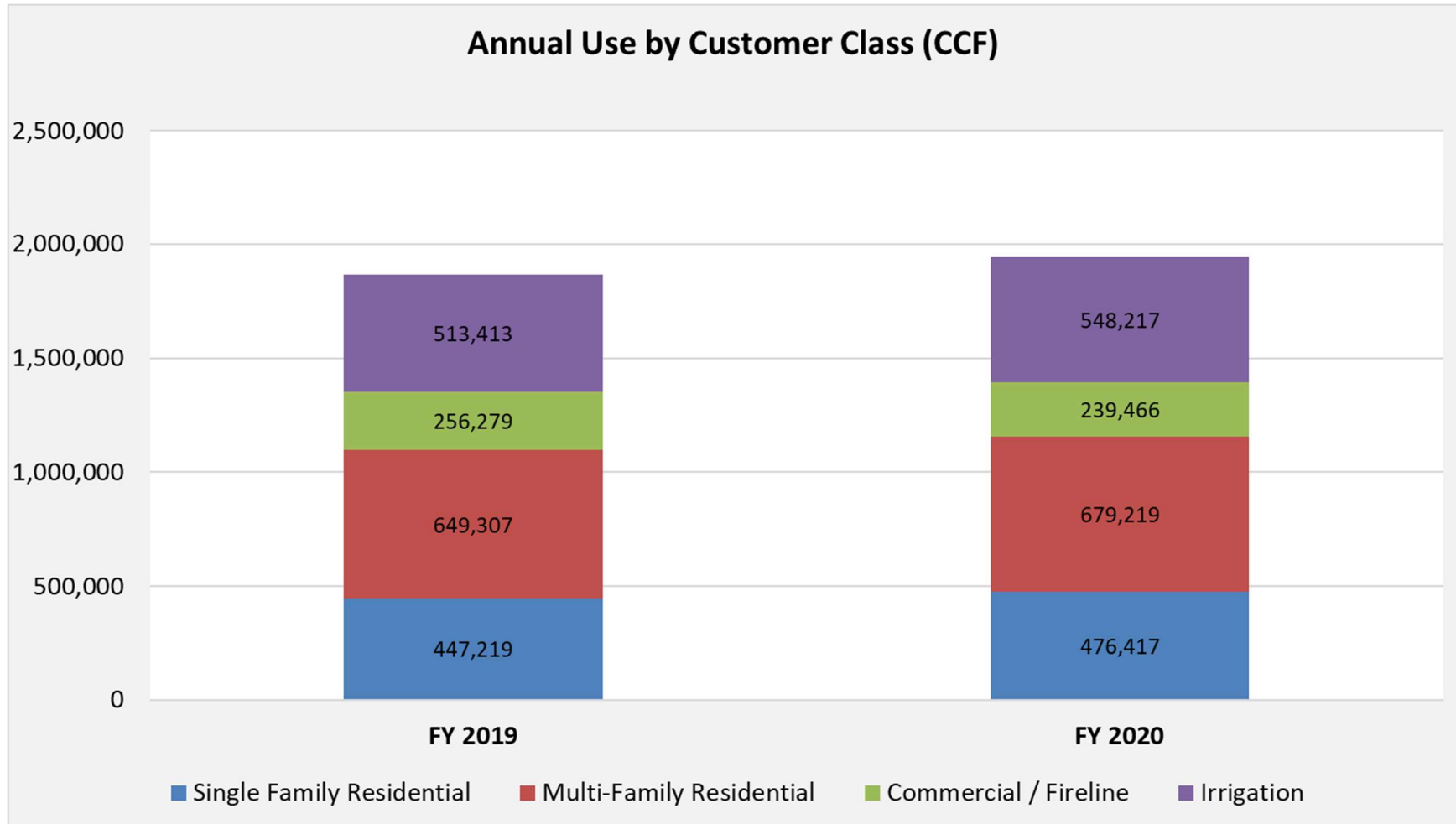
Currently Foster City has 5 customers enrolled in the Water/Wastewater Rate Assistance Program (WWRAP), which was implemented in 2020. Customers meeting the eligibility and qualification requirements below are granted a discount of up to \$15 per month each on their qualifying Water and Wastewater accounts, not to exceed a \$30 per month discount per customer. To be eligible for the WWRAP, customers must show that they qualify for the PG&E CARE Program or other public assistance program or submit proof of income eligibility.

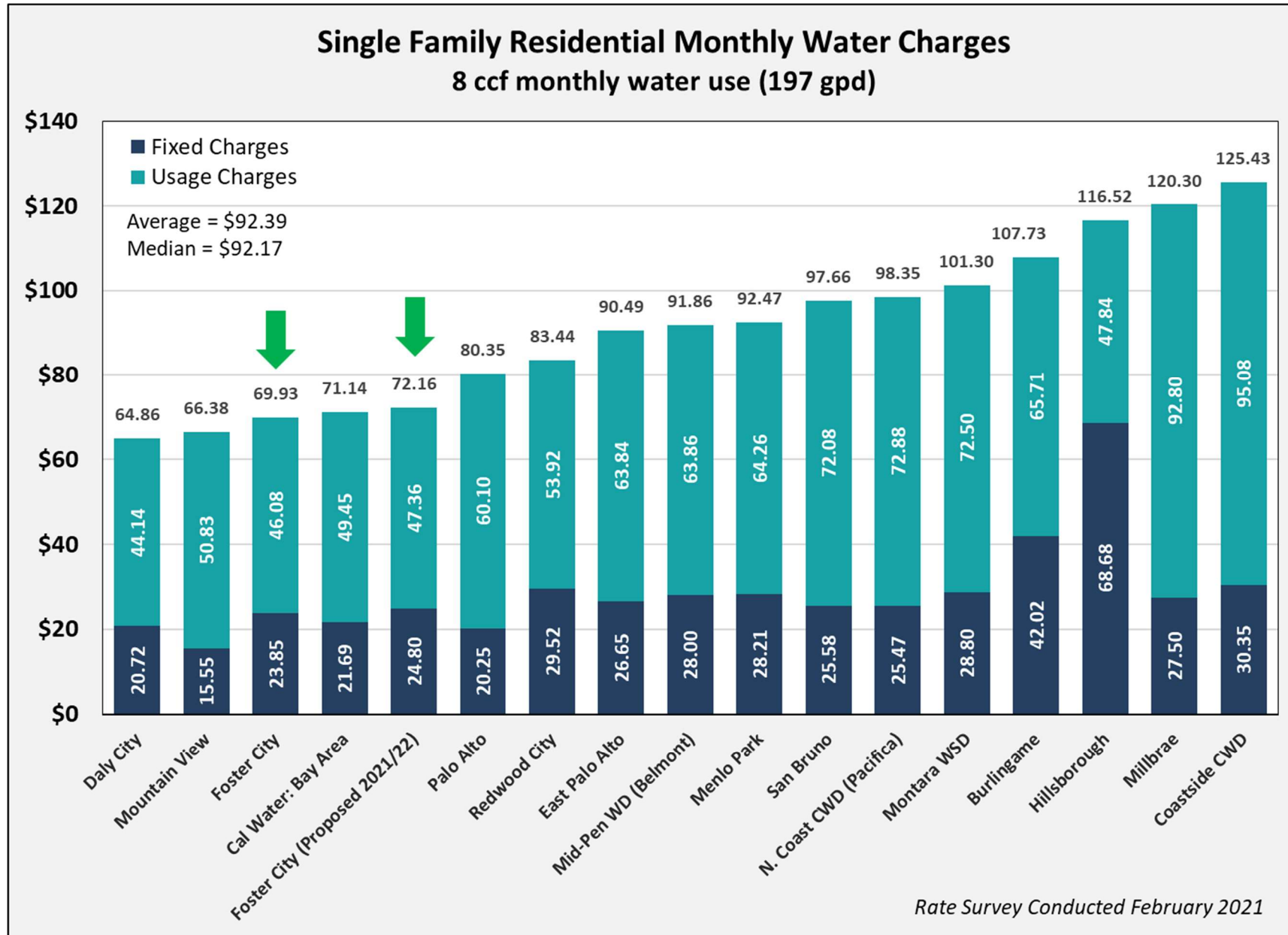
According to Pacific Gas & Electric, 680 customers are enrolled in the PG&E CARE Program in Foster City. BWA estimates that approximately 227 of these customers are single family residential and therefore would be eligible for the discount. Multifamily units would not be eligible for the discount because water service is often not separately metered for each unit and the bill is typically not paid by the individual units.

The District funds the current low income discount through non-rate sources of revenue such as fines and penalties, cell tower lease and general fund revenue to maintain compliance with California Proposition 218.

The estimated maximum potential cost of a \$30/month discount for 227 customers amounts to \$82,000 per year. Since the low income discount revenue sources cannot be funded with rates, rates are unaffected by the decision on the terms of the program and hence are not required to be included in the Proposition 218 notification.

APPENDIX A





APPENDIX C

Table 1
City of Foster City / Estero Municipal Improvement District
Water Enterprise Cash Flow Projection - Residential Two Tier Rate Structure Hybrid Model

| Fiscal Year Ending June 30 | Five Year Projection | | | | | | Extended Year Projection | | | | |
|--|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------------|-------------------|-------------------|-------------------|-------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Assumptions: | | | | | | | | | | | |
| Interest Earnings Rate | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% |
| Revenue Increase from Growth [1] | | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% |
| Fixed Charge | \$23.85 | \$24.80 | \$25.80 | \$26.85 | \$27.90 | \$29.00 | \$30.15 | \$31.30 | \$32.40 | \$33.35 | \$34.35 |
| Fixed Rate Adjustment | | 4.0% | 4.0% | 4.1% | 3.9% | 3.9% | 4.0% | 3.8% | 3.5% | 2.9% | 3.0% |
| SFR Variable Charge | \$5.76 | \$5.92 | \$6.08 | \$6.24 | \$6.41 | \$6.63 | \$6.91 | \$7.23 | \$7.57 | \$7.93 | \$8.30 |
| Variable Rate Adjustment | | 2.8% | 2.7% | 2.6% | 2.7% | 3.4% | 4.2% | 4.6% | 4.7% | 4.8% | 4.7% |
| Monthly Service Charge Single Family (8 cc) | \$69.93 | \$72.16 | \$74.44 | \$76.77 | \$79.18 | \$82.04 | \$85.43 | \$89.14 | \$92.96 | \$96.79 | \$100.75 |
| Rate Adjustment | | 3.2% | 3.2% | 3.1% | 3.1% | 3.6% | 4.1% | 4.3% | 4.3% | 4.1% | 4.1% |
| Beginning Fund Balance | \$4,919,670 | \$6,532,000 | \$7,705,900 | \$9,010,200 | \$9,194,500 | \$9,434,700 | \$9,244,500 | \$9,098,500 | \$9,017,500 | \$9,002,500 | \$9,012,500 |
| Revenues | | | | | | | | | | | |
| Water Sales & Service Charges | | | | | | | | | | | |
| Meter Charge Revenue Estimate | 5,517,000 | 5,750,000 | 5,997,000 | 6,256,000 | 6,518,000 | 6,792,000 | 7,079,000 | 7,367,000 | 7,645,000 | 7,889,000 | 8,145,000 |
| Volumetric Revenue Estimate | 11,454,000 | 11,798,000 | 12,132,000 | 12,452,000 | 12,819,000 | 13,272,000 | 13,867,000 | 14,537,000 | 15,249,000 | 16,010,000 | 16,790,000 |
| Connection Fees [1] | 228,250 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Interest Earnings - Operating Reserve [2] | 25,000 | 33,000 | 39,000 | 45,000 | 46,000 | 47,000 | 46,000 | 45,000 | 45,000 | 45,000 | 45,000 |
| Interest Earnings - Capital Improvement Fund [3] | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operating Revenues | 17,276,250 | 17,633,000 | 18,220,000 | 18,805,000 | 19,435,000 | 20,163,000 | 21,044,000 | 22,001,000 | 22,991,000 | 23,996,000 | 25,032,000 |
| Expenses | | | | | | | | | | | |
| Employee Services | 2,362,154 | 2,447,311 | 2,545,204 | 2,647,012 | 2,752,892 | 2,863,008 | 2,978,000 | 3,097,000 | 3,221,000 | 3,350,000 | 3,484,000 |
| Internal Services - Others | 771,079 | 812,402 | 832,712 | 853,529 | 874,868 | 896,739 | 919,000 | 942,000 | 966,000 | 990,000 | 1,015,000 |
| Internal Services - ERF | 443,967 | 633,532 | 649,370 | 665,605 | 682,245 | 699,301 | 717,000 | 735,000 | 753,000 | 772,000 | 791,000 |
| Services & Supplies | 598,901 | 611,900 | 627,198 | 642,877 | 658,949 | 675,423 | 692,000 | 709,000 | 727,000 | 745,000 | 764,000 |
| SFPUC Water Purchases | 9,055,317 | 9,077,000 | 9,295,000 | 10,815,000 | 11,198,000 | 12,159,000 | 12,791,000 | 13,472,000 | 14,178,000 | 14,933,000 | 15,714,000 |
| BAWSCA Bond Repayment | 820,775 | 810,408 | 870,000 | 870,000 | 870,000 | 870,000 | 870,000 | 870,000 | 870,000 | 870,000 | 870,000 |
| Reallocation | 1,207,174 | 1,186,591 | 1,216,256 | 1,246,662 | 1,277,829 | 1,309,774 | 1,343,000 | 1,377,000 | 1,411,000 | 1,446,000 | 1,482,000 |
| Capital Outlay | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operating Expenses | 15,259,367 | 15,579,144 | 16,035,739 | 17,740,685 | 18,314,783 | 19,473,246 | 20,310,000 | 21,202,000 | 22,126,000 | 23,106,000 | 24,120,000 |
| Operating Net Revenues | 2,016,883 | 2,053,856 | 2,184,261 | 1,064,315 | 1,120,217 | 689,754 | 734,000 | 799,000 | 865,000 | 890,000 | 912,000 |
| Water Sustainability Fund Transfer | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Capital Improvement Transfer [4] | 205,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 | 680,000 |
| Total Expenses | 15,664,367 | 16,459,144 | 16,915,739 | 18,620,685 | 19,194,783 | 20,353,246 | 21,190,000 | 22,082,000 | 23,006,000 | 23,986,000 | 25,000,000 |
| Revenues Less O&M Expenses | 2,016,883 | 2,053,856 | 2,184,261 | 1,064,315 | 1,120,217 | 689,754 | 734,000 | 799,000 | 865,000 | 890,000 | 912,000 |
| Revenues Less Total Expenses | 1,611,883 | 1,173,856 | 1,304,261 | 184,315 | 240,217 | (190,246) | (146,000) | (81,000) | (15,000) | 10,000 | 32,000 |
| Ending Fund Balance | 6,531,553 | 7,705,856 | 9,010,161 | 9,194,515 | 9,434,717 | 9,244,454 | 9,098,500 | 9,017,500 | 9,002,500 | 9,012,500 | 9,044,500 |
| Revenue Test: Annual Revenues > O&M Expenses | | | | | | | | | | | |
| Annual Revenues Less O&M Expenses | 2,016,883 | 2,053,856 | 2,184,261 | 1,064,315 | 1,120,217 | 689,754 | 734,000 | 799,000 | 865,000 | 890,000 | 912,000 |
| Pass/fail | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS |
| Fund Reserve Test: Minimum Fund Balance > 25% O&M Expenses | | | | | | | | | | | |
| Year-end fund balance | 6,531,553 | 7,705,856 | 9,010,161 | 9,194,515 | 9,434,717 | 9,244,454 | 9,098,500 | 9,017,500 | 9,002,500 | 9,012,500 | 9,044,500 |
| 25% operating expenses | 3,760,000 | 3,840,000 | 3,950,000 | 4,370,000 | 4,520,000 | 4,800,000 | 5,010,000 | 5,230,000 | 5,460,000 | 5,700,000 | 5,950,000 |
| # of Days O&M in Reserves | 156 | 181 | 205 | 189 | 188 | 173 | 164 | 155 | 149 | 142 | 137 |
| Pass/fail | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS |

[1] Estimated for planning purposes

[2] Calculated as 0.5% of the Beginning Fund Balance of the Water Revenue Fund

[3] Calculated as 0.5% of the Beginning Fund Balance of the Water Capital Improvement Project Fund

[4] Capital Improvements are funded through the Long-Term Capital Improvement Project Fund

Table 2
City of Foster City / Estero Municipal Improvement District
Water Rate Calculation - Two Tier Hybrid Model

| Fiscal Year Ending June 30 | Five Year Projection | | | | | | Extended Year Projection | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--------------------------|----------------------|----------------------|----------------------|----------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Fixed Meter Charge Increase | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 3.75% | 3.50% | 3.00% | 3.00% |
| Fixed Revenues +/- 5% of Fixed Costs? | | NO | NO | YES | YES | YES | YES | YES | YES | YES | YES |
| Reserves % Above (Below) Reserve Target | | 200.7% | 228.1% | 210.4% | 208.7% | 192.6% | 181.6% | 172.4% | 164.9% | 158.1% | 152.0% |
| Reserve Target Met? | | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| Revenue Estimates | | | | | | | | | | | |
| Meter Charge Revenue | \$ 5,517,000 | \$ 5,750,000 | \$ 5,997,000 | \$ 6,256,000 | \$ 6,518,000 | \$ 6,792,000 | \$ 7,079,000 | \$ 7,367,000 | \$ 7,645,000 | \$ 7,889,000 | \$ 8,145,000 |
| Other Fixed Revenue | \$ 305,250 | \$ 85,000 | \$ 91,000 | \$ 97,000 | \$ 98,000 | \$ 99,000 | \$ 98,000 | \$ 97,000 | \$ 97,000 | \$ 97,000 | \$ 97,000 |
| Volumetric Revenue | \$ 11,454,000 | \$ 11,796,000 | \$ 12,133,000 | \$ 12,459,000 | \$ 12,825,000 | \$ 13,272,000 | \$ 13,866,000 | \$ 14,535,000 | \$ 15,248,000 | \$ 16,012,000 | \$ 16,792,000 |
| Total Projected | \$ 17,276,250 | \$ 17,631,000 | \$ 18,221,000 | \$ 18,812,000 | \$ 19,441,000 | \$ 20,163,000 | \$ 21,043,000 | \$ 21,999,000 | \$ 22,990,000 | \$ 23,998,000 | \$ 25,034,000 |
| Total Projected Revenue (Rounded '000's) | \$ 17,276,000 | \$ 17,631,000 | \$ 18,221,000 | \$ 18,812,000 | \$ 19,441,000 | \$ 20,163,000 | \$ 21,043,000 | \$ 21,999,000 | \$ 22,990,000 | \$ 23,998,000 | \$ 25,034,000 |
| | \$17,276,250 | \$17,633,000 | \$18,220,000 | \$18,805,000 | \$19,435,000 | \$20,163,000 | \$21,044,000 | \$22,001,000 | \$22,991,000 | \$23,996,000 | \$25,032,000 |
| Revenue Allocation | | | | | | | | | | | |
| Fixed | 33.7% | 33.1% | 33.4% | 33.8% | 34.0% | 34.2% | 34.1% | 33.9% | 33.7% | 33.3% | 32.9% |
| Variable | 66.3% | 66.9% | 66.6% | 66.2% | 66.0% | 65.8% | 65.9% | 66.1% | 66.3% | 66.7% | 67.1% |
| Costs Estimates | | | | | | | | | | | |
| Fixed Costs [1] | \$5,588,275 | \$6,371,736 | \$6,550,739 | \$6,735,685 | \$6,926,783 | \$7,124,246 | \$7,329,000 | \$7,540,000 | \$7,758,000 | \$7,983,000 | \$8,216,000 |
| Variable Costs [2] | \$10,076,092 | \$10,087,408 | \$10,365,000 | \$11,885,000 | \$12,268,000 | \$13,229,000 | \$13,861,000 | \$14,542,000 | \$15,248,000 | \$16,003,000 | \$16,784,000 |
| Total Projected Costs | \$15,664,367 | \$16,459,144 | \$16,915,739 | \$18,620,685 | \$19,194,783 | \$20,353,246 | \$21,190,000 | \$22,082,000 | \$23,006,000 | \$23,986,000 | \$25,000,000 |
| Net Revenue | | | | | | | | | | | |
| Fixed Charges | \$233,975 | -\$536,736 | -\$462,739 | -\$382,685 | -\$310,783 | -\$233,246 | -\$152,000 | -\$76,000 | -\$16,000 | \$3,000 | \$26,000 |
| Volumetric Charges | \$1,377,908 | \$1,708,592 | \$1,768,000 | \$574,000 | \$557,000 | \$43,000 | \$5,000 | -\$7,000 | \$0 | \$9,000 | \$8,000 |
| Total | \$1,611,883 | \$1,171,856 | \$1,305,261 | \$191,315 | \$246,217 | -\$190,246 | -\$147,000 | -\$83,000 | -\$16,000 | \$12,000 | \$34,000 |
| Cost Analysis | | | | | | | | | | | |
| Fixed | 35.7% | 38.7% | 38.7% | 36.2% | 36.1% | 35.0% | 34.6% | 34.1% | 33.7% | 33.3% | 32.9% |
| Variable | 64.3% | 61.3% | 61.3% | 63.8% | 63.9% | 65.0% | 65.4% | 65.9% | 66.3% | 66.7% | 67.1% |
| Meter Charge Calculation | | | | | | | | | | | |
| Monthly charge per meter equivalent (Rounded to nearest \$0.05) | \$ 23.85 | \$ 24.80 | \$ 25.80 | \$ 26.85 | \$ 27.90 | \$ 29.00 | \$ 30.15 | \$ 31.30 | \$ 32.40 | \$ 33.35 | \$ 34.35 |
| Annual charge per meter equivalent | \$ 286.20 | \$ 297.60 | \$ 309.60 | \$ 322.20 | \$ 334.80 | \$ 348.00 | \$ 361.80 | \$ 375.60 | \$ 388.80 | \$ 400.20 | \$ 412.20 |
| Meter equivalents [3] | 19,274 | 19,322 | 19,370 | 19,418 | 19,467 | 19,516 | 19,565 | 19,614 | 19,663 | 19,712 | 19,761 |
| Meter Charge Revenue Estimate | \$ 5,517,000 | \$ 5,750,000 | \$ 5,997,000 | \$ 6,256,000 | \$ 6,518,000 | \$ 6,792,000 | \$ 7,079,000 | \$ 7,367,000 | \$ 7,645,000 | \$ 7,889,000 | \$ 8,145,000 |
| Volumetric Rate Calculation | | | | | | | | | | | |
| EMID Proposed Uniform Rate | \$5.88 | \$ 6.04 | \$ 6.20 | \$ 6.35 | \$ 6.52 | \$ 6.73 | \$ 7.01 | \$ 7.33 | \$ 7.67 | \$ 8.03 | \$ 8.40 |
| Projected annual water sales (ccf) [4] | 1,948,000 | 1,953,000 | 1,957,000 | 1,962,000 | 1,967,000 | 1,972,000 | 1,978,000 | 1,983,000 | 1,988,000 | 1,994,000 | 1,999,000 |
| Variable revenue estimate | \$11,454,000 | \$11,796,000 | \$12,133,000 | \$12,459,000 | \$12,825,000 | \$13,272,000 | \$13,866,000 | \$14,535,000 | \$15,248,000 | \$16,012,000 | \$16,792,000 |
| % Spread between EMID and SFPUC | | | | | | | | | | | |
| Surcharge | 43.4% | 47.3% | 48.0% | 30.4% | 29.6% | 23.5% | 22.6% | 22.0% | 21.6% | 21.1% | 20.7% |
| SFPUC PROJECTED RATES | \$4.10 | \$4.10 | \$4.19 | \$4.87 | \$5.03 | \$5.45 | \$5.72 | \$6.01 | \$6.31 | \$6.63 | \$6.96 |
| Increase (Decrease) % | | 0.0% | 2.2% | 16.2% | 3.3% | 8.3% | 5.0% | 5.1% | 5.0% | 5.1% | 5.0% |
| BAWSCA Surcharge | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 | \$0.37 |
| SFPUC Rate + BAWSCA Surcharge | \$4.47 | \$4.47 | \$4.56 | \$5.24 | \$5.40 | \$5.82 | \$6.09 | \$6.38 | \$6.68 | \$7.00 | \$7.33 |
| EMID Fixed Meter Charge Increase (Decrease) | | 4.0% | 4.0% | 4.1% | 3.9% | 3.9% | 4.0% | 3.8% | 3.5% | 2.9% | 3.0% |
| EMID Volumetric Rate Increase (Decrease) | | 2.7% | 2.6% | 2.4% | 2.7% | 3.2% | 4.2% | 4.6% | 4.6% | 4.7% | 4.6% |

Note:

[1] Includes: Employee Services, Internal Services - Other, Internal Services - ERF, Services & Supplies, Reallocation, Capital Outlay, Capital Improvement Fund Transfers, and net revenues for the operating fund.

[2] Includes: SFPUC Water Purchases, BAWSCA Bond Repayment, and Water Sustainability Fund Transfers.

[3] 0.25% growth estimated for planning purposes

[4] Includes 11% water loss factor

Table 3
City of Foster City / Estero Municipal Improvement District
Proposed Water Rates - Two Tier Hybrid Model

TWO TIER HYBRID MODEL

| Recommended Rates | Current Rates | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
|---|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Monthly Meter Charge | | | | | | | | | | | |
| 3/4" | \$23.85 | \$24.80 | \$25.80 | \$26.85 | \$27.90 | \$29.00 | \$30.15 | \$31.30 | \$32.40 | \$33.35 | \$34.35 |
| 1" | 39.75 | 41.33 | 43.00 | 44.75 | 46.50 | 48.33 | 50.25 | 52.17 | 54.00 | 55.58 | 57.25 |
| 1-1/2" | 95.40 | 99.20 | 103.20 | 107.40 | 111.60 | 116.00 | 120.60 | 125.20 | 129.60 | 133.40 | 137.40 |
| 2" | 127.20 | 132.27 | 137.60 | 143.20 | 148.80 | 154.67 | 160.80 | 166.93 | 172.80 | 177.87 | 183.20 |
| 3" | 278.25 | 289.33 | 301.00 | 313.25 | 325.50 | 338.33 | 351.75 | 365.17 | 378.00 | 389.08 | 400.75 |
| 4" | 500.85 | 520.80 | 541.80 | 563.85 | 585.90 | 609.00 | 633.15 | 657.30 | 680.40 | 700.35 | 721.35 |
| 6" | 1,113.00 | 1,157.33 | 1,204.00 | 1,253.00 | 1,302.00 | 1,353.33 | 1,407.00 | 1,460.67 | 1,512.00 | 1,556.33 | 1,603.00 |
| 8" or greater | 1,908.00 | 1,984.00 | 2,064.00 | 2,148.00 | 2,232.00 | 2,320.00 | 2,412.00 | 2,504.00 | 2,592.00 | 2,668.00 | 2,748.00 |
| Conservation-Based Water Rate Model (based on bi-monthly allotments) | | | | | | | | | | | |
| Single Family Residential | | | | | | | | | | | |
| Tier 1 0-20 per ccf | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 Over 20 ccf | 6.41 | 6.55 | 6.70 | 6.79 | 6.96 | 7.15 | 7.43 | 7.75 | 8.09 | 8.44 | 8.81 |
| Multi-Family Residential (per living unit) | | | | | | | | | | | |
| Tier 1 0-10 ccf per living unit | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 Over 10 ccf per living unit | 6.46 | 6.57 | 6.72 | 6.81 | 6.98 | 7.17 | 7.45 | 7.77 | 8.11 | 8.46 | 8.83 |
| Irrigation Customers | | | | | | | | | | | |
| Tier 1 <=100% of annual budget | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 |
| Tier 2 >100% of annual budget | 6.39 | 6.51 | 6.66 | 6.76 | 6.93 | 7.12 | 7.40 | 7.73 | 8.06 | 8.42 | 8.79 |
| Commercial and Fire Line Customers | | | | | | | | | | | |
| Base Consumption Rate | 5.88 | 6.04 | 6.20 | 6.35 | 6.52 | 6.73 | 7.01 | 7.33 | 7.67 | 8.03 | 8.40 |
| Monthly Fire Meter Charge | | | | | | | | | | | |
| 3/4" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 |
| 1" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 |
| 1-1/2" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 |
| 2" | 44.60 | 46.38 | 48.25 | 50.21 | 52.17 | 54.23 | 56.38 | 58.53 | 60.59 | 62.36 | 64.23 |
| 3" | 97.31 | 101.18 | 105.26 | 109.55 | 113.83 | 118.32 | 123.01 | 127.70 | 132.19 | 136.07 | 140.15 |
| 4" | 175.30 | 182.28 | 189.63 | 197.35 | 205.07 | 213.15 | 221.60 | 230.06 | 238.14 | 245.12 | 252.47 |
| 6" | 389.47 | 404.98 | 421.31 | 438.46 | 455.61 | 473.57 | 492.35 | 511.13 | 529.09 | 544.61 | 560.94 |
| 8" or greater | 667.80 | 694.40 | 722.40 | 751.80 | 781.20 | 812.00 | 844.20 | 876.40 | 907.20 | 933.80 | 961.80 |
| (Minimum charge is equivalent to 1-1/2" meter charge) | | | | | | | | | | | |

Table 4
Foster City / Estero Municipal Improvement District
Projected Water Rate Impacts

| | | Current | FY2022 |
|----------------------------------|------------------|----------|-----------------------|
| | | Rates | Two Tier Hybrid Model |
| Monthly meter charge | | \$23.85 | \$24.80 |
| % Change | | | 4.0% |
| Single Family Residential | | | |
| Bi-Monthly Tiers | | | |
| Tier 1: 0 to 20 ccf | | \$5.76 | \$5.92 |
| Tier 2: over 20 ccf | | \$6.41 | \$6.55 |
| <u>Water</u> | <u>Monthly</u> | | |
| <u>Use Level</u> | <u>Use (ccf)</u> | | <u>Monthly Bill</u> |
| Low User | 5 | \$52.65 | \$54.40 |
| \$ Increase | | | 1.75 |
| % Increase | | | 3.3% |
| Average User | 8 | \$69.93 | \$72.16 |
| \$ Increase | | | 2.23 |
| % Increase | | | 3.2% |
| High User | 10 | \$81.45 | \$84.00 |
| \$ Increase | | | 2.55 |
| % Increase | | | 3.1% |
| Very High User | 20 | \$139.05 | \$149.50 |
| \$ Increase | | | 10.45 |
| % Increase | | | 7.5% |
| Excessive User | 50 | \$331.35 | \$346.00 |
| \$ Increase | | | 14.65 |
| % Increase | | | 4.4% |

Table 5
Foster City / Estero Municipal Improvement District
Projected Water Rate Impacts

| Projected Water Bills | Current | Fiscal Year Ending June 30 | | | | | Extended Year Projection | | | | |
|--|-------------|----------------------------|-------------|-------------|-------------|-------------|--------------------------|-------------|-------------|-------------|-------------|
| | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> | <u>2030</u> | <u>2031</u> |
| <u>Two Tier Hybrid Model</u> | | | | | | | | | | | |
| Single Family Residential Monthly Rate | \$69.93 | \$72.16 | \$74.44 | \$76.77 | \$79.18 | \$82.04 | \$85.43 | \$89.14 | \$92.96 | \$96.79 | \$100.75 |
| \$ Increase | | 2.23 | 2.28 | 2.33 | 2.41 | 2.86 | 3.39 | 3.71 | 3.82 | 3.83 | 3.96 |
| % Increase | | 3.2% | 3.2% | 3.1% | 3.1% | 3.6% | 4.1% | 4.3% | 4.3% | 4.1% | 4.1% |

Based on Single Family Residential Use of 8 ccf

Wastewater Enterprise Fund

There are approximately 13,889 wastewater accounts serviced by the District. The majority of accounts are residential with the remainder consisting of commercial and institutional accounts as shown in Table 1.

Table 1
Foster City / Estero Municipal Improvement District
Wastewater Service Accounts

Data as of: 02/04/21

| Customer Class | Number of Accounts |
|--|--------------------|
| <u>Residential</u> | |
| Single Family | 4,531 |
| Townhouse/Duplex | 2,224 |
| Apartment/Condominium (Pools w/ Restrooms) | <u>6,884</u> |
| Residential Total | 13,639 |
| <u>Commercial</u> | |
| Restaurants | 45 |
| Commercial/Hotels/Offices/Industrial/Laundromats | <u>170</u> |
| Commercial Total | 215 |
| <u>Institutional</u> | |
| Institutional/Schools | <u>35</u> |
| Institutional Total | 35 |
| Total | 13,889 |

Source: Cognos Sewer Customer Count Report

The District has approximately \$13,709,904 in its wastewater maintenance and operations reserve fund as shown in Table 2. The District's minimum operating reserve target is 25% of operating and maintenance expenses (est. to be about \$2 million).

Table 2
Foster City / Estero Municipal Improvement District
Wastewater Operating Fund Reserves

| Fund Reserve Component | July 1, 2020 |
|--------------------------------------|---------------------|
| | Balance |
| Reserved for Maintenance & Operation | <u>\$13,709,904</u> |
| Total | \$13,709,904 |

Note: Rate model only includes fund reserve components available to fund ongoing operating and capital expenditures.

Source: City of Foster City/Estero Municipal Improvement District Staff

Table 3 summarizes the current wastewater service rates.

Table 3
Foster City / Estero Municipal Improvement District
Current Wastewater Rates

| Fiscal Year Ending June 30 | Current 2021 |
|--|-----------------|
| Residential (flat monthly rate) | |
| Single Family | \$97.34 |
| Townhouse/Duplex | 81.77 |
| Apartment/Condominium (Pools w/ Restrooms) | 81.77 |
| Commercial (rate per ccf of water use) | |
| Restaurants | 17.69 |
| Commercial/Hotels/Offices/Industrial/Laundromats | 6.22 |
| Institutional (rate per ccf of water use) | |
| Institutional/Schools | 4.09 |

Table 4 summarizes the operating expenditures of the enterprise. Costs are expected to remain relatively stable over the next five years. Projected operating expenditures are anticipated to increase over the next five years by about 22%.

Table 4
City of Foster City / Estero Municipal Improvement District
Wastewater Enterprise O&M Projection

| Expenditures | FY2021 Budget | Five Year Projection | | | | | Annual % Increase [1] |
|--------------------------------------|--------------------|----------------------|--------------------|--------------------|--------------------|--------------------|--------------------------|
| | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | |
| Employee Services | \$2,440,195 | \$2,704,665 | \$2,812,852 | \$2,925,366 | \$3,042,381 | \$3,164,076 | 4.0% |
| Internal Services (from City) | 881,873 | 918,978 | 941,952 | 965,501 | 989,639 | 1,014,380 | 2.5% |
| Internal Services -ERF | 269,346 | 254,683 | 261,050 | 267,576 | 274,265 | 281,122 | 2.5% |
| Services & Supplies | 600,550 | 600,550 | 615,564 | 630,953 | 646,727 | 662,895 | 2.5% |
| EMID Share WWTP O&M | 2,900,000 | 2,900,000 | 3,045,000 | 3,197,250 | 3,357,113 | 3,524,969 | 5.0% |
| EMID Share WWTP Capital Improvement: | 0 | 0 | 0 | 0 | 0 | 0 | N/A |
| Reallocation | <u>788,397</u> | <u>889,721</u> | <u>911,964</u> | <u>934,763</u> | <u>958,132</u> | <u>982,085</u> | 2.5% |
| TOTAL O&M Expenditures | \$7,880,361 | \$8,268,597 | \$8,588,382 | \$8,921,409 | \$9,268,257 | \$9,629,527 | |
| | | 4.9% | 3.9% | 3.9% | 3.9% | 3.9% | |

[1] Based on historical results

Wastewater Financial Projections

Wastewater projections are shown in APPENDIX E.

San Mateo-Foster City Public Financing Authority:

Projections anticipate a \$117.8 million of debt issuances between FY 2021 and FY 2026 (\$66.9 MM of WIFIA proceeds, \$17.3 MM of bonds, and \$33.7 SRF loans) to fund WWTP expansion costs. BWA projects that the approved rate increases are adequate to secure projected debt issuances over the next several years. Additional increases of 2% thereafter are recommended to keep rates in line with inflation.

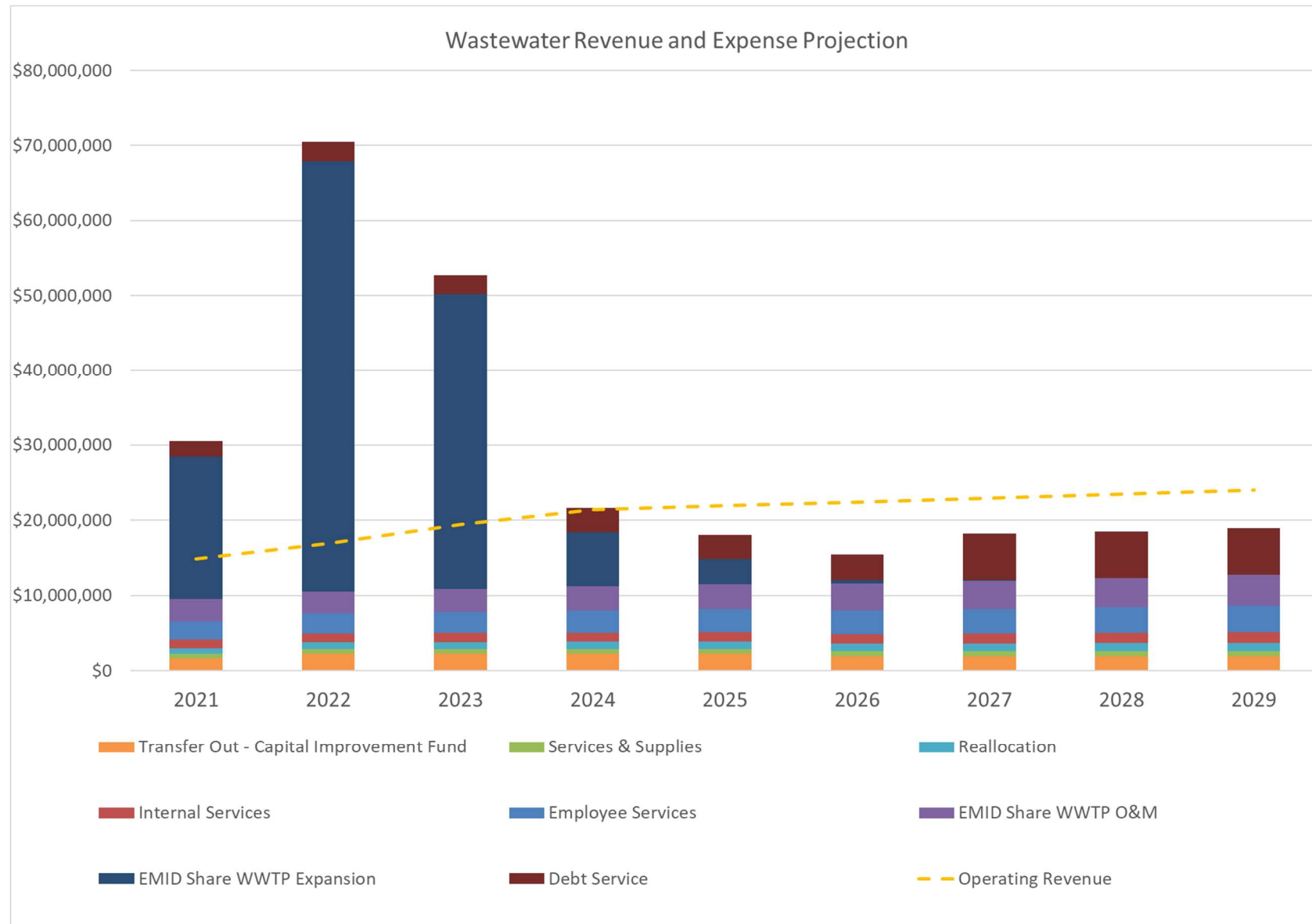
Table 5 shows debt service estimates for the District's share of WWTP costs. Annual debt service for the combined total debt issuances is estimated to amount to \$6.2 MM by FY 2027.

Table 5

City of Foster City / Estero Municipal Improvement District
Debt Service Estimates

| Debt Service | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> | <u>2030</u> | <u>2031</u> |
|------------------------------|-------------|-------------|-------------|----------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 2019 WIFIA Loan | \$0 | \$0 | \$0 | \$0 | \$0 | \$381,106 | \$2,631,451 | \$2,631,450 | \$2,631,451 | \$2,631,450 | \$2,631,451 |
| 2019 Financing Agreement | 2,083,625 | 2,087,125 | 2,084,250 | 2,085,000 | 2,084,250 | 2,086,875 | 2,087,750 | 2,086,875 | 2,084,250 | 2,084,750 | 2,088,125 |
| 2020 Construction Note | 0 | 441,276 | 481,392 | 481,392 | 481,392 | 240,696 | 0 | 0 | 0 | 0 | 0 |
| <u>2023 SRF Loan / Bonds</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>660,900</u> | <u>660,900</u> | <u>660,900</u> | <u>1,475,900</u> | <u>1,474,600</u> | <u>1,473,000</u> | <u>1,476,100</u> | <u>1,473,800</u> |
| Total Debt Service | \$2,083,625 | \$2,528,401 | \$2,565,642 | \$3,227,292 | \$3,226,542 | \$3,369,577 | \$6,195,101 | \$6,192,925 | \$6,188,701 | \$6,192,300 | \$6,193,376 |

CHART B



Wastewater Cost of Service Analysis

Bartle Wells performed a Wastewater Cost of Service Analysis to determine equitable cost allocation to the various user classes. BWA recommends continuing the practice of placing commercial customers into three wastewater strength categories, (low, medium and high) based on the State Water Resources Control Board (SWRCB) Wastewater Revenue Program Guidelines. Low strength wastewater (Class A) customers include banks, laundromats, retail stores, schools, churches and others as shown in Table 6.

Medium strength wastewater (Class B) customers have wastewater strength factors that are assumed to be similar to residential wastewater strength factors. They include typical commercial activities such as libraries, spas, nail salons, gas stations and bars.

High strength wastewater (Class C) customers primarily include food-related businesses such as restaurants, bakeries, dairies, wineries, catering, butcher shops and fish markets.

Table 6

City of Foster City/Estero Municipal Improvement District

Strength Classifications into Low, Medium/Domestic, and High Strength Dischargers

| Low Strength |
|--------------|
|--------------|

| |
|--|
| Banks & Financial Institutions |
| Barber Shops/Hair Salons (hair cutting only) |
| Post Offices/Government |
| Retail Stores |
| Libraries |
| Schools |
| Churches, Halls & Lodges |

| Medium/Commercial/ Domestic Strength |
|---|
|---|

| |
|--|
| Residential - All |
| Appliance Repair |
| Beauty Shops (hair cutting w/additional treatments) |
| Dry Cleaners |
| Nail Salons |
| Pet Groomers |
| Commercial Laundromats |
| Bars & Taverns |
| Tasting Rooms |
| Hospitals - General, Convalescent & Veterinarian |

Hotels, Motels, B&Bs, and Vacation Rentals
 Offices - Business and Professional
 Offices - Medical/Dental
 Pools with Restrooms (Clubhouse)
 Theaters
 Warehouses
 Car Washes
 High Tech Medical Manufacturing
 Light Manufacturing/Industrial
 Gym or Health Club
 Machine Shops
 Service Stations, Garages, Auto Repair Shops
 Mini Marts - W/O Dish Washer or Garbage Disposal
 Mini Mart with Gas Pumps - W/O Dish Washer or Garbage Disposal
 Spa with Various Beauty Treatments
 Parking Garages

High Strength

Restaurants
 Coffee Shops
 Ice Cream Parlors
 Catering
 Eatery
 Bakeries
 Butcher Shops
 Fish Market/Shop
 Markets - with Dish Washer or Garbage Disposal
 Markets - with Bakeries or Butcher Shops
 Mini Marts - with Dish Washer or Garbage Disposal
 Wineries
 Market
 Dairies (milk producers, yogurt, ice cream maker)
 Specialty Foods Manufacturing (e.g., cheese or olive oil maker)

Note: Wastewater users who have Fats, Oils, and Grease (FOG) waste will be put into the High Strength user category

Table 7 summarizes the assumed wastewater strength factors for the low, medium and high strength groups that are based on typical strengths provided in the SWRCB's Revenue Program Guidelines. The strength factor for medium strength customers is equivalent to residential or "domestic" strength, of 1.00. The strength factor for low strength is calculated at 0.66 and for high strength is calculated at 2.85 based on the SWRCB guidelines.

Table 7
City of Foster City/Estero Municipal Improvement District
Assumed Wastewater Strength Factors

| Strength Class | LOW | LOW-MEDIUM | MEDIUM | HIGH |
|-------------------------|---|--|----------------------------|--------------------------|
| Examples: | Institutional Bank | Townhouse, Duplex, Apartment, Condo | Residential Offices | Restaurant Bakery |
| Flow (gpd) | 200 | 168 | 200 | 200 |
| BOD ¹ (mg/l) | 135 | 240 | 240 | 1000 |
| TSS ² (mg/l) | 100 | 240 | 240 | 800 |
| Strength Factor | 0.66 | 0.84 | 1.00 | 2.85 |
| Strength Factor Formula | $SF = (\text{Flow}(\text{gpd})/200) * (0.33 + (0.34 * \text{BOD}(\text{mg/l})/240) + (0.33 * \text{TSS}(\text{mg/l})/240))$ | | | |

WW flows and strengths based on State Water Resources Control Board's Revenue Program Guidelines

1 "BOD" stands for Biochemical Oxygen Demand

2 "TSS" stands for Total Suspended Solids

Table 8 summarizes the mass-balance analysis for the City's wastewater system and calculates the wastewater rates for each customer class. Single family residences are assumed to have an average daily (dry weather) flow of 200 gallons per day (gpd).

Based on residential occupancy data provided by the City of Foster City, single family residences are estimated to have an average of 2.67 residents per household and multi-family residences are estimated to have an average of 2.25 residents per household (84% of a single family household).

Multi-family dwellings are billed based on an estimated flow of 168 gpd or 0.84 times the single family flow. As a check, the mass balance in Table 8 compares the total calculated and measured daily wastewater flows for Foster City (average dry weather flow).

The results agree well with the estimated daily flow at 2.63 million gallons per day (mgd) and the measured flow at 2.37 mgd.

Table 8
City of Foster City/Estero Municipal Improvement District
Summary of Wastewater Users by Customer Class

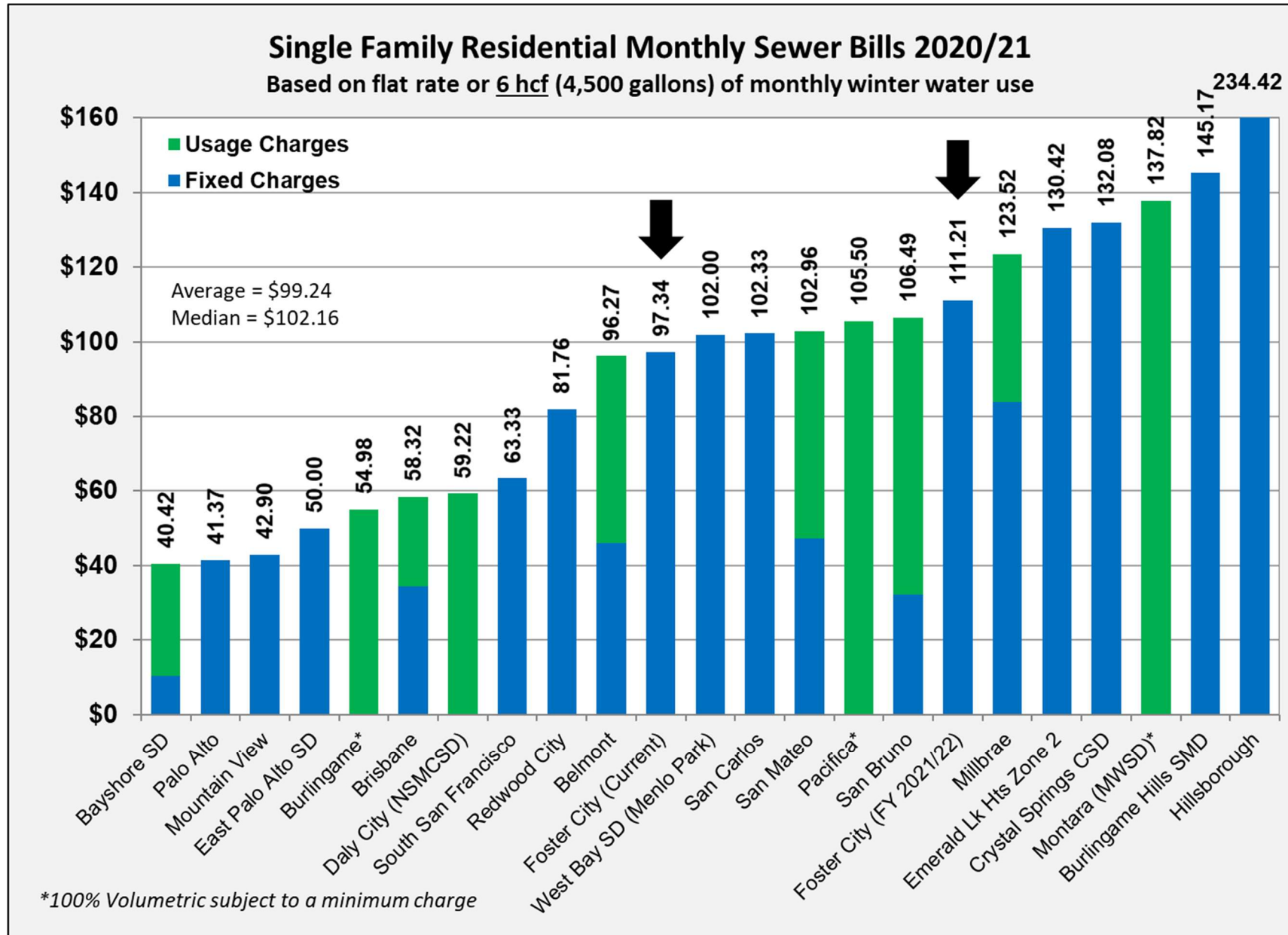
| Customer Class | EDUs ¹ | | ADWF Flow (gal/day) | FY 2021 Estimate EDU x Flow ADWF Flow (gal/day) | BOD ³ (mg/l) | TSS ⁴ (mg/l) | Calculated Current Rate |
|---|-------------------|------------------|------------------------|--|----------------------------|----------------------------|-------------------------------|
| Residential | | | | | | | |
| Single Family Residential | 4,531 | | 200 | 906,200 | 240 | 240 | 97.34 |
| Townhouse/Duplex | 2,224 | | 168 | 373,632 | 240 | 240 | 81.77 |
| Apartment/Condos | 6,884 | | 168 | 1,156,512 | 240 | 240 | 81.77 |
| Subtotal | | | | 2,436,344 | | | |
| | Accounts | Use (gal/day) | Flow Factor | Estimated ADWF Flow (gal/day) | BOD ³ (mg/l) | TSS ⁴ (mg/l) | Calculated Current Rate |
| Commercial | | | | | | | |
| Low Strength | 35 | 56,087 | 65% | 36,457 | 135 | 100 | 4.09 |
| Medium/Domestic Strength | 170 | 223,968 | 53% | 118,546 | 240 | 240 | 6.22 |
| High Strength | 45 | 58,543 | 70% | 40,980 | 1000 | 800 | 17.69 |
| Subtotal | | 338,598 | | 195,983 | | | |
| Totals | | | | 2,632,327 | | | |
| Check Against Lowest Actual Monthly Avg. Day Flow (May 2014 from LS 59 Flow Log): | | | | 2,367,806 | | | |

1 "EDU" stands for Equivalent Dwelling Unit

2 "ADWF" stands for Average Dry Weather Flow

3 "BOD" stands for Biochemical Oxygen Demand

4 "TSS" stands for Total Suspended Solids



APPENDIX E

Table 1
City of Foster City / Estero Municipal Improvement District
Wastewater Enterprise Cash Flow Projection

| | Five Year Projection | | | | | | Extended Year Projection | | | | |
|--|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------------|-------------------|-------------------|-------------------|-------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Assumptions: | | | | | | | | | | | |
| Interest Earnings Rate | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% | 0.50% |
| Revenue Increase from Growth | | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% | 0.25% |
| Rate Adjustment | | 14.25% | 14.25% | 10.00% | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Monthly Service Charge for Single Family | \$97.34 | \$111.21 | \$127.06 | \$139.77 | \$142.57 | \$145.42 | \$148.33 | \$151.30 | \$154.33 | \$157.42 | \$160.57 |
| Beginning O&M Fund Balance | \$13,709,904 | \$16,988,000 | \$19,478,900 | \$23,533,500 | \$28,777,700 | \$32,638,100 | \$39,639,600 | \$44,342,700 | \$49,342,900 | \$54,487,900 | \$59,763,700 |
| Operating Revenues | | | | | | | | | | | |
| Service Charges | 14,727,000 | 16,862,000 | 19,307,000 | 21,286,000 | 21,765,000 | 22,255,000 | 22,756,000 | 23,268,000 | 23,792,000 | 24,327,000 | 24,874,000 |
| Connection Fees [1] | 45,500 | | | | | | | | | | |
| Interest Earnings [2] | 68,550 | 85,000 | 97,000 | 118,000 | 144,000 | 163,000 | 198,000 | 222,000 | 247,000 | 272,000 | 299,000 |
| Other Revenue | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Operating Revenue | 14,842,050 | 16,948,000 | 19,405,000 | 21,405,000 | 21,910,000 | 22,419,000 | 22,955,000 | 23,491,000 | 24,040,000 | 24,600,000 | 25,174,000 |
| Non Operating Revenue | | | | | | | | | | | |
| Bond / Loan [3] | 18,962,626 | 55,975,350 | 37,357,363 | 5,503,392 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non Operating Revenue | 18,962,626 | 55,975,350 | 37,357,363 | 5,503,392 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Revenue | 33,804,676 | 72,923,350 | 56,762,363 | 26,908,392 | 21,910,000 | 22,419,000 | 22,955,000 | 23,491,000 | 24,040,000 | 24,600,000 | 25,174,000 |
| Operating Expenses | | | | | | | | | | | |
| Employee Services | 2,440,195 | 2,704,665 | 2,812,852 | 2,925,366 | 3,042,381 | 3,164,076 | 3,290,639 | 3,422,265 | 3,559,156 | 3,701,522 | 3,849,583 |
| Internal Services (from City) | 881,873 | 918,978 | 941,952 | 965,501 | 989,639 | 1,014,380 | 1,039,740 | 1,065,734 | 1,092,377 | 1,119,686 | 1,147,678 |
| Internal Services -ERF | 269,346 | 254,683 | 261,050 | 267,576 | 274,265 | 281,122 | 288,150 | 295,354 | 302,738 | 310,306 | 318,064 |
| Services & Supplies | 600,550 | 600,550 | 615,564 | 630,953 | 646,727 | 662,895 | 679,467 | 696,454 | 713,865 | 731,712 | 750,005 |
| EMID Share WWTP O&M | 2,900,000 | 2,900,000 | 3,045,000 | 3,197,250 | 3,357,113 | 3,524,969 | 3,701,217 | 3,886,278 | 4,080,592 | 4,284,622 | 4,498,853 |
| EMID Share WWTP Capital Improvements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reallocation | 788,397 | 889,721 | 911,964 | 934,763 | 958,132 | 982,085 | 1,006,637 | 1,031,803 | 1,057,598 | 1,084,038 | 1,111,139 |
| Operating Expenses | 7,880,361 | 8,268,597 | 8,588,382 | 8,921,409 | 9,268,257 | 9,629,527 | 10,005,850 | 10,397,888 | 10,806,326 | 11,231,886 | 11,675,322 |
| Operating Net Revenue | 6,961,689 | 8,679,403 | 10,816,618 | 12,483,591 | 12,641,743 | 12,789,473 | 12,949,150 | 13,093,112 | 13,233,674 | 13,368,114 | 13,498,678 |
| Capital Expenses | | | | | | | | | | | |
| Transfer Out - Capital Improvement Fund | 1,600,000 | 2,250,000 | 2,250,000 | 2,250,000 | 2,250,000 | 1,900,000 | 1,900,000 | 1,900,000 | 1,900,000 | 1,900,000 | 1,900,000 |
| EMID Share WWTP Expansion | 18,962,626 | 57,385,405 | 39,303,720 | 7,265,496 | 3,304,831 | 518,440 | 150,994 | 0 | 0 | 0 | 0 |
| Capital Expenses | 20,562,626 | 59,635,405 | 41,553,720 | 9,515,496 | 5,554,831 | 2,418,440 | 2,050,994 | 1,900,000 | 1,900,000 | 1,900,000 | 1,900,000 |
| Annual Debt Service | 2,083,625 | 2,528,401 | 2,565,642 | 3,227,292 | 3,226,542 | 3,369,577 | 6,195,101 | 6,192,925 | 6,188,701 | 6,192,300 | 6,193,376 |
| Debt Service | 2,083,625 | 2,528,401 | 2,565,642 | 3,227,292 | 3,226,542 | 3,369,577 | 6,195,101 | 6,192,925 | 6,188,701 | 6,192,300 | 6,193,376 |
| Debt Coverage [4] | 3.34 | 3.43 | 4.22 | 3.87 | 3.92 | 3.80 | 2.09 | 2.11 | 2.14 | 2.16 | 2.18 |
| Total Expenditures | 30,526,612 | 70,432,403 | 52,707,744 | 21,664,197 | 18,049,630 | 15,417,544 | 18,251,945 | 18,490,813 | 18,895,027 | 19,324,186 | 19,768,698 |
| Revenues Less Total Expenditures | 3,278,064 | 2,490,947 | 4,054,619 | 5,244,195 | 3,860,370 | 7,001,456 | 4,703,055 | 5,000,187 | 5,144,973 | 5,275,814 | 5,405,302 |
| Ending O&M Fund | 16,987,968 | 19,478,947 | 23,533,519 | 28,777,695 | 32,638,070 | 39,639,556 | 44,342,655 | 49,342,887 | 54,487,873 | 59,763,714 | 65,169,002 |
| Cash Fund Reserve Test: Minimum Fund Balance > 25% O&M Expenses | | | | | | | | | | | |
| Year-end O&M Fund | 16,987,968 | 19,478,947 | 23,533,519 | 28,777,695 | 32,638,070 | 39,639,556 | 44,342,655 | 49,342,887 | 54,487,873 | 59,763,714 | 65,169,002 |
| 25% Operating Expenses | 1,970,090 | 2,067,149 | 2,147,096 | 2,230,352 | 2,317,064 | 2,407,382 | 2,501,463 | 2,599,472 | 2,701,582 | 2,807,972 | 2,918,831 |
| # of Days O&M in Reserves | 787 | 860 | 1,000 | 1,177 | 1,285 | 1,503 | 1,618 | 1,732 | 1,840 | 1,942 | 2,037 |
| Pass/fail | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS | PASS |

[1] Growth projections for planning purposes

[2] Projected interest calculated as 0.5% of the Beginning Fund Balance of the Wastewater O&M Fund.

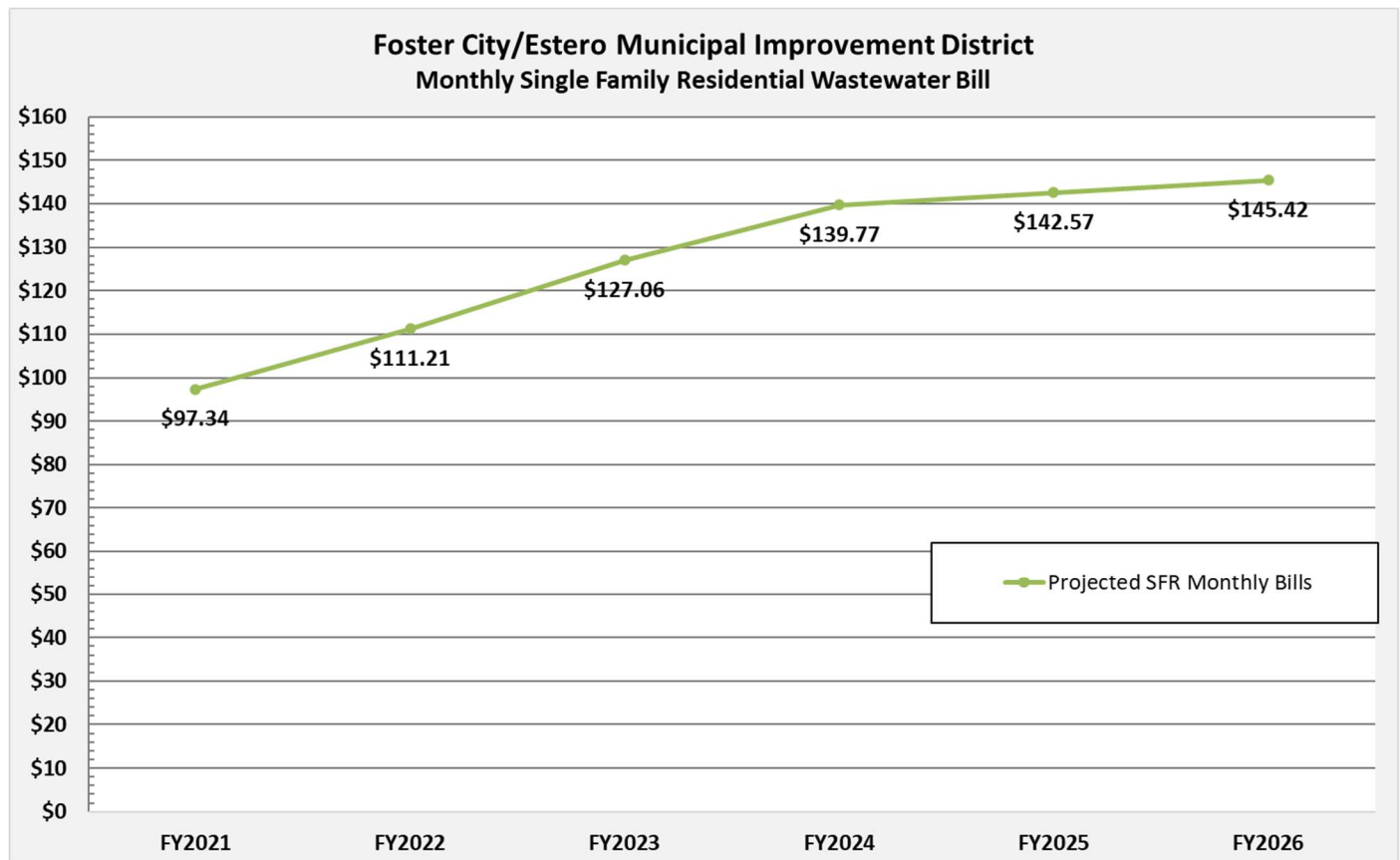
[3] Calculated by William Euphrat Municipal Finance, Inc.

[4] Minimum requirement debt service coverage requirement = 1.25x

Table 2
City of Foster City / Estero Municipal Improvement District
Projected Wastewater Rate Impacts

| Projected Rates | Current | Projected - Fiscal Year Ending June 30 | | | | |
|---|---------|--|---------------|---------------|--------------|--------------|
| | FY2021 | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 |
| % Rate Increase | | 14.25% | 14.25% | 10.00% | 2.00% | 2.00% |
| Residential (flat monthly rate) | | | | | | |
| Single Family | \$97.34 | \$111.21 | \$127.06 | \$139.77 | \$142.57 | \$145.42 |
| <i>Increase (Decrease)</i> | | 13.87 | 15.85 | 12.71 | 2.80 | 2.85 |
| Townhouse/Duplex | \$81.77 | \$93.42 | \$106.73 | \$117.40 | \$119.75 | \$122.15 |
| <i>Increase (Decrease)</i> | | 11.65 | 13.31 | 10.67 | 2.35 | 2.40 |
| Apartment/Condominium (Pools w/ Restrooms) | \$81.77 | \$93.42 | \$106.73 | \$117.40 | \$119.75 | \$122.15 |
| <i>Increase (Decrease)</i> | | 11.65 | 13.31 | 10.67 | 2.35 | 2.40 |
| Commercial (rate per ccf of water use) | | | | | | |
| High Strength | \$17.69 | \$20.21 | \$23.09 | \$25.40 | \$25.91 | \$26.43 |
| <i>Increase (Decrease) per ccf</i> | | 2.52 | 2.88 | 2.31 | 0.51 | 0.52 |
| Medium/Domestic Strength | \$6.22 | \$7.11 | \$8.12 | \$8.93 | \$9.11 | \$9.29 |
| <i>Increase (Decrease) per ccf</i> | | 0.89 | 1.01 | 0.81 | 0.18 | 0.18 |
| Low Strength | \$4.09 | \$4.67 | \$5.34 | \$5.87 | \$5.99 | \$6.11 |
| <i>Increase (Decrease) per ccf</i> | | 0.58 | 0.67 | 0.53 | 0.12 | 0.12 |

CHART C



Wastewater Charges

The District has entered into a Joint Powers Agreement with the City of San Mateo where the District receives treatment of its wastewater at the San Mateo Wastewater Treatment Plant (WWTP). The District is responsible for its share of operating and maintenance costs that San Mateo (as the lead agency and the contracting party) incurs treating the District's wastewater, as well as approximately 24.12% of the WWTP improvement costs incurred as part of the Clean Water Program (CWP), a 10-year comprehensive capital improvement project initiated in 2014. The Cities of San Mateo and Foster City (District) are expanding the jointly owned WWTP at an estimated cost of \$638 million with Foster City/EMID retaining responsibility for \$154 million of the total. This is in addition to local capital projects for the District's wastewater collection system. The wastewater enterprise intends to fund collection system capital expenditures through annual transfers varying between \$1.9 million and \$2.25 million from the operating fund to the capital improvement fund.

| Approved Rates | Current | | Approved | | |
|---|------------------|------------------|-----------------|------------------|------------------|
| | FY 2020– 2021 | FY 2021– 2022 | FY2022– 2023 | FY 2023– 2024 | FY 2024– 2025 |
| % Rate Increase | | 14.25% | 14.25% | 10.00% | 2.00% |
| Residential (flat monthly rate) | | | | | |
| Single Family | \$97.34 | \$111.21 | \$127.06 | \$139.77 | \$142.57 |
| Increase (Decrease) | | 13.87 | 15.85 | 12.71 | 2.80 |
| Townhouse/ Duplex (per living unit) | | | | | |
| | \$81.77 | \$93.42 | \$106.73 | \$117.40 | \$119.75 |
| Increase (Decrease) | | 11.65 | 13.31 | 10.67 | 2.35 |
| Apartment/ Condo (per living unit) | | | | | |
| | \$81.77 | \$93.42 | \$106.73 | \$117.40 | \$119.75 |
| Increase (Decrease) | | 11.65 | 13.31 | 10.67 | 2.35 |
| Commercial (rate per ccf of water use) | | | | | |
| High Strength | \$17.69 | \$20.21 | \$23.09 | \$25.40 | \$25.91 |
| Increase (Decrease) | | 2.52 | 2.88 | 2.31 | 0.51 |
| Med/Domestic Strength | \$6.22 | \$7.11 | \$8.12 | \$8.93 | \$9.11 |
| Increase (Decrease) | | 0.89 | 1.01 | 0.81 | 0.18 |
| Low Strength | \$4.09 | \$4.67 | \$5.34 | \$5.87 | \$5.99 |
| Increase (Decrease) | | 0.58 | 0.67 | 0.53 | 0.12 |

Estero Municipal Improvement District
 610 Foster City Boulevard
 Foster City, CA 94404



Estero Municipal Improvement District

Notice of Public Hearing on Proposed Water Rates



**Monday, June 7, 2021
6:30 P.M.**

Due to the COVID-19 pandemic public health orders, which limit in-person public meetings, the public hearing will be held either in person at the City Council Chambers, 620 Foster City Boulevard, Foster City, CA 94404, or remotely by video conference. Please check the June 7, 2021 City Council agenda, which will be posted to foster-city.org within 72 hours of the meeting, for information on how to participate in the City Council meeting.

Public Hearing Notice

The Estero Municipal Improvement District (EMID) will hold a public hearing to establish new water rates for FY 2021-2022 with an increase of 4% for fixed water charges and 2.8% for variable water charges. As a water customer or owner of record for a property that receives water service, we are informing you that the District Board will hold a public hearing on **June 7, 2021, at 6:30 p.m.** to consider proposed changes to its current rates to take effect on July 1, 2021.

Why are new water rates being proposed?

The primary driver for the proposed rate increases is to smooth District rate adjustments due to projected increases in the San Francisco Public Utilities Commission (SFPUC) wholesale water rate.

Why is there no public hearing on increased wastewater rates?

Public Hearings are required by law at the time that rates are adopted. In order to meet the costs associated with the District's share of expanding the Wastewater Treatment Plant jointly owned with the City of San Mateo, the District Board previously approved rate increases of 14.25% per year from FY 2020-2021 to FY 2022-2023, a 10% increase for FY 2023-2024, and a 2% increase for FY 2024-2025 to support debt-financing costs associated with the WWTP improvements. Since these rate adjustments are already approved, no additional adjustments are proposed at this time and, thus, there is no public hearing related to FY 2021-2022 Wastewater Rates.

Protest of Proposed Rates

Whether or not you are a water customer of the District, you may appear and be heard on this or any other matter relating to the proposed rates. Any record owner of a parcel upon which fees are proposed, or any tenant directly responsible for the payment of water service fees (i.e. a customer of record), may submit a written protest to the City Clerk / District Secretary at the return address in this notice. A written protest must include: (1) the address of the impacted property; (2) a statement that the protest is submitted in opposition to increases to the water rate; and (3) the name and signature of the person submitting the protest. If the District does not receive written protests against the proposed service charges by a majority of the affected property owners and customers of record by the end of the public hearing, the District will be authorized to approve the proposed rates. Per Proposition 218, only one protest per property owner will be counted.

Proposed Water Rate Changes

The District prepares a 10-year projection of water rates, and considers the maintenance, operational and capital costs associated with its operation. The water rates proposed herein are based upon those cost projections, and may be viewed on the following web-site:

<https://www.fostercity.org/publicworks/page/water-and-wastewater-rates>

The San Francisco Public Utilities Commission (SFPUC), the sole source of water supply for the District, released updated projections for their wholesale rate for the next year (FY 2021-2022). SFPUC is projecting the current rate of \$4.10 in FY 2020-2021 per hundred cubic feet (ccf) will remain the same in FY 2021-2022. The SFPUC also collects the Bay Area Water Supply and Conservation Agency (BAWSCA) Bond Surcharge to pay debt service for major regional water system improvements, which began in 2002. The proposed water rate incorporates the BAWSCA Bond Surcharge estimated at \$0.37 cents per "ccf" (a ccf = 748 gallons of water). The SFPUC rates and BAWSCA surcharge combined are projected to total \$4.47/ccf (\$4.10 SFPUC + \$0.37 BAWSCA) for FY2021-2022. The SFPUC rate is projected to increase by about 33% from FY2022-2023 to FY2025-2026.

Fixed Meter Charges

Due to the increase in the cost to ensure the safe delivery of water through the system, the fixed meter charge is proposed to be increased by 4.0% for 5/8" and 3/4" meters on July 1, 2021. The meter ratios are based on meter size in compliance with the American Water Works Association.

| Monthly Charge | Current | Proposed FY 2021-2022 |
|--|----------|-----------------------|
| Domestic and/or Irrigation Customers | | |
| 5/8" and 3/4" | \$23.85 | \$24.80 |
| 1" | 39.75 | 41.33 |
| 1.5" | 95.40 | 99.20 |
| 2" | 127.20 | 132.27 |
| 3" | 278.25 | 289.33 |
| 4" | 500.85 | 520.80 |
| 6" | 1,113.00 | 1,157.33 |
| 8" or greater | 1,908.00 | 1,984.00 |
| Private Fire Service Protection Meter | | |
| 5/8" and 3/4" | \$33.39 | 34.72 |
| 1" | 33.39 | 34.72 |
| 1.5" | 33.39 | 34.72 |
| 2" | 44.60 | 46.38 |
| 3" | 97.31 | 101.18 |
| 4" | 175.30 | 182.28 |
| 6" | 389.47 | 404.98 |
| 8" or greater | 667.80 | 694.40 |

Single-Family Residences

Single-family residences with responsibility for indoor (domestic) and outdoor (irrigation) water uses are placed in a tiered rate structure whereby the cost of water increases based on the amount of water used in a **bi-monthly** billing cycle as follows:

| Tier (#ccf) | Current | Proposed FY 2021-2022 |
|----------------|---------|-----------------------|
| Tier 1—0 to 20 | \$5.76 | \$5.92 |
| Tier 2—Over 20 | 6.41 | 6.55 |

Multi-Family Residences (per living unit)

Multi-family residences with responsibility for indoor water uses are placed in a tiered rate structure whereby the cost of water increases based on the amount of water used in a **bi-monthly** billing cycle as follows:

| Tier (#ccf) | Current | Proposed FY 2021-2022 |
|----------------|---------|-----------------------|
| Tier 1—0 to 10 | \$5.76 | \$5.92 |
| Tier 2—Over 10 | 6.46 | 6.57 |

Irrigation Customers

Irrigation customers with **separate irrigation water meters** are provided an individually-prepared water budget based on the square footage of landscaping being watered. Usage will be charged at \$5.92/ccf. Usage over the water budget allotment will be charged \$6.51/ccf for every unit of water over the allotment. Customized reports through the year will let customers know how they are doing in water use.

| Water Budget Consumption | Current | Proposed FY 2021-2022 |
|--------------------------|---------|-----------------------|
| <= 100% | \$5.76 | \$5.92 |
| > 100% | 6.39 | 6.51 |

Commercial Customers and Fire Line

Commercial customers will be charged for water consumption at a rate of \$6.04/ccf.

| Consumption | Current | Proposed FY 2021-2022 |
|-------------|---------|-----------------------|
| All Usage | \$5.88 | \$6.04 |

Water Rebates

Thank you to all the water customers who have taken remarkable steps to reduce water consumption over the years. For more information on available water rebate programs, visit the website: <https://www.fostercity.org/publicworks/page/water-conservation-rebate-programs>

The District may be able to offer Rate Assistance to qualifying customers. To learn more or to apply, go to www.fostercity.org/wwrap.

If you have questions regarding this notice, please contact Dante Hall, Assistant City Manager/Acting Director of Public Works and Parks and Recreation, at (650) 286-3270 or dhall@fostercity.org.

Exhibit C

Water Rate Tables 3 and 5

Table 3
City of Foster City / Estero Municipal Improvement District
Proposed Water Rates - Two Tier Hybrid Model

| City of Foster City / Estero Municipal Improvement District Proposed Water Rates - Two Tier Hybrid Model | | TWO TIER HYBRID MODEL | | | | | | | | | | |
|---|----------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| Recommended Rates | | Current Rates | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
| Monthly Meter Charge | | | | | | | | | | | | |
| 3/4" | \$23.85 | \$24.80 | \$25.80 | \$26.85 | \$27.90 | \$29.00 | \$30.15 | \$31.30 | \$32.40 | \$33.35 | \$34.35 | |
| 1" | 39.75 | 41.33 | 43.00 | 44.75 | 46.50 | 48.33 | 50.25 | 52.17 | 54.00 | 55.58 | 57.25 | |
| 1-1/2" | 95.40 | 99.20 | 103.20 | 107.40 | 111.60 | 116.00 | 120.60 | 125.20 | 129.60 | 133.40 | 137.40 | |
| 2" | 127.20 | 132.27 | 137.60 | 143.20 | 148.80 | 154.67 | 160.80 | 166.93 | 172.80 | 177.87 | 183.20 | |
| 3" | 278.25 | 289.33 | 301.00 | 313.25 | 325.50 | 338.33 | 351.75 | 365.17 | 378.00 | 389.08 | 400.75 | |
| 4" | 500.85 | 520.80 | 541.80 | 563.85 | 585.90 | 609.00 | 633.15 | 657.30 | 680.40 | 700.35 | 721.35 | |
| 6" | 1,113.00 | 1,157.33 | 1,204.00 | 1,253.00 | 1,302.00 | 1,353.33 | 1,407.00 | 1,460.67 | 1,512.00 | 1,556.33 | 1,603.00 | |
| 8" or greater | 1,908.00 | 1,984.00 | 2,064.00 | 2,148.00 | 2,232.00 | 2,320.00 | 2,412.00 | 2,504.00 | 2,592.00 | 2,668.00 | 2,748.00 | |
| Conservation-Based Water Rate Model (based on bi-monthly allotments) | | | | | | | | | | | | |
| Single Family Residential | | | | | | | | | | | | |
| Tier 1 0-20 per ccf | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 | |
| Tier 2 Over 20 ccf | 6.41 | 6.55 | 6.70 | 6.79 | 6.96 | 7.15 | 7.43 | 7.75 | 8.09 | 8.44 | 8.81 | |
| Multi-Family Residential (per living unit) | | | | | | | | | | | | |
| Tier 1 0-10 ccf per living unit | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 | |
| Tier 2 Over 10 ccf per living unit | 6.46 | 6.57 | 6.72 | 6.81 | 6.98 | 7.17 | 7.45 | 7.77 | 8.11 | 8.46 | 8.83 | |
| Irrigation Customers | | | | | | | | | | | | |
| Tier 1 <=100% of annual budget | 5.76 | 5.92 | 6.08 | 6.24 | 6.41 | 6.63 | 6.91 | 7.23 | 7.57 | 7.93 | 8.30 | |
| Tier 2 >100% of annual budget | 6.39 | 6.51 | 6.66 | 6.76 | 6.93 | 7.12 | 7.40 | 7.73 | 8.06 | 8.42 | 8.79 | |
| Commercial and Fire Line Customers | | | | | | | | | | | | |
| Base Consumption Rate | 5.88 | 6.04 | 6.20 | 6.35 | 6.52 | 6.73 | 7.01 | 7.33 | 7.67 | 8.03 | 8.40 | |
| Monthly Fire Meter Charge | | | | | | | | | | | | |
| 3/4" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 | |
| 1" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 | |
| 1-1/2" | 33.39 | 34.72 | 36.12 | 37.59 | 39.06 | 40.60 | 42.21 | 43.82 | 45.36 | 46.69 | 48.09 | |
| 2" | 44.60 | 46.38 | 48.25 | 50.21 | 52.17 | 54.23 | 56.38 | 58.53 | 60.59 | 62.36 | 64.23 | |
| 3" | 97.31 | 101.18 | 105.26 | 109.55 | 113.83 | 118.32 | 123.01 | 127.70 | 132.19 | 136.07 | 140.15 | |
| 4" | 175.30 | 182.28 | 189.63 | 197.35 | 205.07 | 213.15 | 221.60 | 230.06 | 238.14 | 245.12 | 252.47 | |
| 6" | 389.47 | 404.98 | 421.31 | 438.46 | 455.61 | 473.57 | 492.35 | 511.13 | 529.09 | 544.61 | 560.94 | |
| 8" or greater | 667.80 | 694.40 | 722.40 | 751.80 | 781.20 | 812.00 | 844.20 | 876.40 | 907.20 | 933.80 | 961.80 | |
| (Minimum charge is equivalent to 1-1/2" meter charge) | | | | | | | | | | | | |

Table 5
Foster City / Estero Municipal Improvement District
Projected Water Rate Impacts

| Projected Water Bills | Current | Fiscal Year Ending June 30 | | | | | Extended Year Projection | | | | |
|--|---------|----------------------------|---------|---------|---------|---------|--------------------------|---------|---------|---------|----------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Two Tier Hybrid Model | | | | | | | | | | | |
| Single Family Residential Monthly Rate | \$69.93 | \$72.16 | \$74.44 | \$76.77 | \$79.18 | \$82.04 | \$85.43 | \$89.14 | \$92.96 | \$96.79 | \$100.75 |
| \$ Increase | | 2.23 | 2.28 | 2.33 | 2.41 | 2.86 | 3.39 | 3.71 | 3.82 | 3.83 | 3.96 |
| % Increase | | 3.2% | 3.2% | 3.1% | 3.1% | 3.6% | 4.1% | 4.3% | 4.3% | 4.1% | 4.1% |

Based on Single Family Residential Use of 8 ccf



DATE: June 7, 2021

TO: Mayor and Members of the City Council

FROM: Peter Pirnejad, City Manager
Jennifer Phan, Principal Management Analyst

SUBJECT: FISCAL YEAR 2021-2022 FUNDING FOR NON-PROFIT AGENCIES

RECOMMENDATION

Based on the funding recommendations submitted by City Councilmembers as part of the non-profit funding process, it is recommended that the City Council provide direction, by Minute Order:

1. To accept a donation from Gilead Sciences, Inc. in the amount of \$57,500 to be used towards the purpose of the non-profit funding program to either (1) augment the final funding allocations or (2) offset the City's General Fund contribution; and
2. To include a total of \$94,900 (or as otherwise directed) in the Fiscal Year 2021-2022 Final Budget for contributions to non-profit agencies (as detailed in this report).

EXECUTIVE SUMMARY

The FY 2021-2022 Preliminary Budget includes a \$100,000 placeholder for contributions to non-profit agencies that provide services to the Foster City Community. Since then, Gilead Sciences, Inc. has generously offered to provide financial support in the amount of \$57,500 towards the City's non-profit funding program. It is recommended that the City Council accept this donation to be utilized for the non-profit funding program to either (1) augment the final funding allocations or (2) offset the City's General Fund contribution.

The City received funding requests from fourteen (14) non-profit agencies for FY 2021-2022, totaling \$144,500. At the May 11, 2021, City Council adjusted the minimum funding request amounts of each agency to \$5,000, bringing the new total to \$157,500. After

having reviewed each proposal and presentation from the applicant agencies, each Councilmember provided recommendations for agency-specific funding levels which are summarized in this report. Aside from acceptance of the donation from Gilead Sciences, City staff is seeking City Council direction to include \$94,900 (or as otherwise directed) in the FY 2021-2022 Final Budget to be considered for adoption on June 21, 2021.

BACKGROUND/ANALYSIS

For many years, the City Council has set aside funds to support local non-profit agencies that operate programs that benefit the Foster City community. Per City Council direction at the March 15, 2021 Regular Meeting, the FY 2021-2022 Preliminary Budget includes a placeholder of \$50,000 for non-profit agencies funding contributions under the City Council's Community Promotion Budget (Account No. 001-1030-413-4260), as well as an additional \$50,000 for non-profit agencies funding contributions under the Community Benefits Fund (Account No. 005-0110-413-4251). These amounts were included in order to present a preliminary budget and is not binding on the City Council's decision regarding actual funding to include in the final budget.

The City received funding applications/requests from fourteen (14) non-profit agencies during the open funding period, totaling \$144,500. At its meeting on May 10, 2021, the City Council received presentations and considered proposals from each applicant agency. The City Council directed at that meeting that the minimum funding request amounts of each agency be adjusted to \$5,000. This brought the new total funding request to \$157,500.

During this period, staff had also been in discussions with Gilead Sciences, Inc. Understanding the need and unprecedented year it has been for our community partners, Gilead generously offered to donate \$57,500 to the City to support this purpose. City Council may now accept the donation to be utilized either to augment the final funding allocations or to offset the City's General Fund contribution towards this program.

Based on this information, Councilmembers submitted individual funding recommendations to City staff to compile, as summarized in the table below. The funding amounts listed in the table below are the average mean of the Councilmember recommendations. Only proposals having received funding amounts from a majority (3 or more Councilmembers) were included. This is an opportunity for City Council to make any final revisions to the proposed funding amounts before incorporation into the FY 2021-2022 Final Budget. Staff recommends that the City Council authorize the award amounts and that they be included in the FY 2021-2022 Final Budget to be considered for adoption on June 21, 2021.

| CITY COUNCIL CONSENSUS AMOUNT SUMMARY | | |
|--|-------------------------------------|-----------------|
| Non-Profit Applicant | Amount Requested in FY 2021-2022 | Average Mean |
| BayBasi | \$12,500 | \$ - |
| CALL Primrose | \$5,000 | \$4,400 |
| County of San Mateo Jobs for Youth | \$5,000 | \$3,600 |
| Foster City Village | \$15,000 | \$12,800 |
| Hillbarn Theatre | \$30,000 | \$9,400 |
| LifeMoves | \$10,000 | \$8,000 |
| Mission Hospice & Home Care | \$5,000 | \$4,400 |
| Ombudsman Services of San Mateo County | \$5,000 | \$3,100 |
| PARCA | \$5,000 | \$4,600 |
| Peninsula Special Interest Lions Club | \$10,000 | \$3,000 |
| Samaritan House | \$15,000 | \$14,000 |
| San Mateo-Foster City Education Foundation | \$30,000 | \$21,200 |
| StarVista | \$5,000 | \$3,300 |
| Sustainable San Mateo County | \$5,000 | \$3,100 |
| TOTAL | \$157,500 | \$94,900 |

Out of the fourteen (14) non-profit applicant agencies, only one did not receive a funding proposal from a majority of Councilmembers -- BayBasi. Non-profit funding towards BayBasi is not recommended since there is a formalized Special Events Fee process in place that would be more appropriate given the purpose of their funding request. In future non-profit funding cycles, City staff can clarify through the application process that only agencies providing services to the community will eligible for funding.

FISCAL IMPACT

The amounts that were identified by City Councilmembers on their recommendations total \$94,900. If approved, this amount will be incorporated into the FY 2021-2022 Final Budget for adoption. Dependent on the direction from City Council on how to utilize the Gilead Sciences, Inc. donation, as well as the final funding allocations, this will determine whether the funds will be budgeted from the City Council's Community Promotion Budget (Account No. 001-1030-413-4260) or Community Benefits Fund (Account No. 005-0110-413-4251), or both.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the City Council's Vision and Mission to deliver equitable services for a sustainable Foster City. Each organization, if funded, would bring a different emphasis and contribute to the betterment of the Foster City community in its unique way.



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Dante Hall, Assistant City Manager/Acting Parks & Recreation/Public Works Director

SUBJECT: REPORT ON THE STATUS OF THE RECREATION CENTER MASTER PLAN AND RECOMMENDED NEXT STEPS

RECOMMENDATION

It is recommended that the City Council, by Minute Order:

1. Concur with Roof Alternative 1 to continue to patch the Recreation Center roof leaks as needed; and
2. Review and receive the report in agreement with staff recommendation on proceeding with next steps.

EXECUTIVE SUMMARY

As part of the City Council Strategic Priorities Implementation Plan, the City Council requested staff to “revisit the Recreation Center Master Plan in light of a post-COVID-19 world and explore both programming and financing options for construction and operation with respect to all the other priorities the City is facing.”

The interim steps necessary to complete the Recreation Center Master Plan include a review of existing studies on the condition of the Recreation Center roof with an eye toward the feasibility of extending its useful life for safety purposes, and the preparation of a substantial progress report to the City Council on the findings. This report provides a general overview of the work completed on the Recreation Center Master Plan, details of the latest assessment of the roof and alternatives to address it in the near-term, and identifies some potential next steps to moving this City Council priority

forward. A chronological summary of actions taken by the City Council to date can be found in Attachment 1.

BACKGROUND

The William E. Walker Recreation Center opened to the public in 1974. Due to its location as a central amenity in Foster City's "crown jewel" Leo Ryan Park, the center is a hub of activity in the community.

The current Recreation Center consists of the original building that was built in 1974 and two expansion wings that were constructed in the 1990s. The current structure contains approximately 18,500 square feet of meeting room/user space in the 36,000 square foot building, with the remaining space allocated to lobbies, storage, mechanical rooms and long hallways to access the phased additions. Because the building was originally three separate structures that were all combined into one building with one roof in 1997, multiple roof penetrations were added to install HVAC equipment and aesthetic screens on the flat deck of the roof. Due to the construction history, a number of structural issues are known or anticipated related to water intrusion. The age of the building and the piecemeal way in which it was constructed contribute to a current need for a total roof replacement and structural assessment for emergency shelter readiness.

At the January 25, 2016 City Council Special Meeting, City Infrastructure was identified by the City Council as a priority area and direction was given to evaluate the physical condition of the existing Recreation Center in order to provide a basis for the City Council to evaluate the best future steps for the building, whether repair or replacement. An analysis determined that roof repairs could be done in the short term (defined as approximately five years), but that a multi-million dollar roof replacement would be required in the mid-term.

To better understand the building replacement alternatives, the City engaged Burks Toma Architects to develop three Conceptual Designs for a replacement building based upon an extensive stakeholder and public engagement process. On January 22, 2019, the City Council adopted Minute Order No. 1585, indicating a preference for Conceptual Design 3 and providing direction to include funding of \$7,000,000 to \$10,000,000 for Architectural Design and Pre-Construction Activities in the Five-Year Capital Improvement Program in the Fiscal Year 2019-2020 budget.

Concept 3 gave the City Council a conceptual "starting point" of \$45,000,000 for construction of a 51,000 square foot facility (50% larger than the current facility, with more than 50% more useable space) plus \$10,000,000 for design and soft costs and \$16,000,000 for proposed outdoor park space improvements.

On April 29, 2019, the City Council altered its direction when it passed Minute Order No. 1601. Where the previous direction had been to proceed with budgeting for architectural services based upon Conceptual Design 3, Minute Order No. 1601 indicated a new preference for a “build-to-budget” option with a cost not to exceed \$40 million in 2022 dollars for design, construction, and community engagement and excluding park improvements from the Recreation Center Master Plan in favor of including the park improvements within the Capital Improvement Plan. Minute Order No. 1601 further directed staff to prepare a report on Recreation Center Master Plan Funding Alternatives.

The Recreation Center Master Plan Funding Alternatives report was brought to the City Council in August 2019. Upon review, the City Council passed Minute Order No. 1613, tabling further discussion of funding for the project until after more information was known about the costs of the Levee project. Without a funding source, the project was effectively paused.

ANALYSIS

Public outreach conducted at the outset of the project in 2016-2017 indicated that the Recreation Center facility in its current configuration may not efficiently meet current and future community recreation program needs. Over the course of the discussion, the consensus among the City Council, City staff and the public has consistently held that a roof replacement does not provide adequate value for the cost, given the inefficiencies inherent in the building, and that a replacement building is the preferred option.

Assessment of Recreation Center Roof Condition and Repair Alternatives

In 2016, the Recreation Center was tested to determine its true condition. Diagnostic testing consisted of a non-destructive moisture survey and a roof core test (or Tremco Roof Analysis Core Evaluation, or TRACE) to evaluate the weatherproofing strength of existing roofing materials.

The TRACE test results revealed that the tensile strength of the roofing material was approaching minimum acceptable levels. As the roof continues to age, these numbers will continue to decrease and eventually split the roof membrane. In addition, testing of the bitumen softening point and penetration points indicated that the waterproofing asphalt has become highly oxidized, making it hard and brittle and therefore more subject to cracking and breaking.

Based on the information gathered from the moisture survey and the Trace test, coupled with the lengthy leak history, the 2016 assessment report concluded that restoration of the roof would not be advised. While patch repairs can be done to address active leak areas in the short term, the 2016 assessment report recommended

a more extensive solution of localized removing and replacing of the roof in the immediate area of the side screen, restriping all base flashing and replacing all sheet-metal flush on electrical and pie penetrations. Cost estimates for this repair range from \$90,000 to \$128,000.

Following this intervention, the analysis report recommended complete replacement of the roof to provide long-term waterproofing performance. Due to the phased construction at the site, poor slope conditions, and the volume of rooftop mechanical equipment and conduit, the estimated costs range from \$3,000,000 to \$4,000,000 or more (this includes the estimated cost to replace the roof at \$1.16 million, and HVAC work, carpentry, plumbing, painting, and contingency for dry rot in the roof deck mold abatement). Based on this information above, the following alternatives to address the roof have been identified:

Roof Alternative 1: Continue to patch the leaks on a case-by-case basis as they appear. Over the course of the last several years, our Building Maintenance Division staff has been tasked to patch the roof and feel that they can continue to do so for the next three to five years (barring any unforeseen circumstances). The cost of this alternative could be incorporated into the department's annual operating budget.

Roof Alternative 2: Perform extensive roof patching at a cost of \$90,000 to \$128,000. This would be a temporary fix until a long-term solution is selected and would be anticipated to extend the life of the roof by about five (5) years.

Roof Alternative 3: Replace the roof at a cost of \$3,000,000 to \$4,000,000 or more. This includes the estimated cost to replace the roof at \$1.16 million, and HVAC work, carpentry, plumbing, painting, and contingency for dry rot in the roof deck mold abatement. This alternative is anticipated to extend the life of the roof by a minimum of fifteen (15) years and likely longer.

Staff recommends pursuing Alternative 1 to continue to patch the leaks on a case-by-case basis as they appear.

Next Steps

The following section identifies recommended steps to reach a decision about the repair or replacement of the Recreation Center.

Update and Validate Prior Assumptions – At the time that the City Council paused this project in August 2019, the City Council direction had been to pursue a scaled back “build-to-budget” version of Conceptual Design 3 developed by Burks Toma Architects (Attachment 2). The Community Outreach conducted in 2016, along with a not to exceed limit of \$40 million in 2022 dollars for design and construction, led to the

assumptions for program space needs and other amenities. Since that time, the pandemic has changed the habits of recreational space users. The findings of the work done by Burks Toma should be validated by an architectural firm to ensure prior assumptions for space needs, and programing choices are still consistent with City Council priorities and community needs post-COVID-19.

Confirm Desired Conceptual Design Option – The “Build-to-budget” concept selected by City Council in 2019 entails determining the cost ceiling for the project and designing a facility that will not exceed that ceiling. While a “build-to-budget” concept has not been designed, it is anticipated that it would most likely consist of a pared down version of “build-to-concept” Concept 3 that would be an improvement in efficiency, functionality, and sustainability over the current Recreation Center facility, but would be smaller and have fewer functional spaces and overall program capacity than Concept 3. After the design assumptions have been validated, there is a need to confirm the design option is still consistent with the vision of the City Council.

Engage Firm to Further Conceptual Design – The City engaged Burks Toma to complete the Conceptual Design phase for the Recreation Center replacement. The Conceptual Design Phase evaluates programmatic needs and involves the creative visualization of an overall concept. The fundamental relationships of space and layout are explored, and creative strategies are tested. Next, the Schematic Design Phase incorporates the conceptual assumptions with basic spatial relationships to produce initial drawings. In order to better understand the implications of the desired concept, the City will need to engage an architectural firm to further the Burks Toma design to meet the reduced cost goal. Burks Toma has indicated that it is not available to enter into this further phase of project development.

Update Financing Strategy Options – Over the last few years, various financing strategies for replacing the Recreation Center have been discussed. The strategies included a combination of City-controlled resources (such as the General Fund and Capital Asset Acquisition and Replacement Funds), new revenue sources (such as new taxes and fees), and borrowed funding (such as debt from bond sales of self-financed alternatives). An updated review of available financing options is needed to guide staff in determining next steps in the decision making process.

Report Findings of All Assessments to City Council – As part of the established City Council Strategic Priorities Implementation Plan, staff will deliver a report to the City Council on financing/funding options for Recreation Center repair or replacement based on the findings of items listed above. This report to City Council is currently scheduled for delivery in the 4th Quarter of the current year.

FISCAL IMPACT

There is no cost to accept this report. The cost for the project will ultimately depend upon the City Council's direction regarding the type and scope of repair or replacement that it chooses to undertake. In general terms, funding sources fall into three categories: existing funding from City-controlled sources (e.g., in fund balances), funding available from new revenue sources (e.g., new taxes or fees) and borrowed funding (e.g., debt from bond sales or self-financed alternatives).

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item directly relates to Council's Facilities and Infrastructure Priority Area which prioritizes maintaining, "a standard of excellence with regards to infrastructure, including ... City facilities to preserve and enhance quality of life for future generations." Depending upon the solutions pursued, it could also further Council's Innovation and Sustainability Policy goal to "Continue to lead in employing modern solutions to current day problems with a focus on and consideration of climate change" and Public Safety and Social Equity Policy Area to "Continue to promote diversity and inclusive policies within the City organization and seek social equity in all City policies including public safety."

Attachments:

- Attachment 1 – Recreation Center Master Plan Legislative Milestones
- Attachment 2 – Burks Toma Architects Conceptual Design 3

Recreation Center Master Plan Legislative Milestones

| Meeting Date | Title | Action | Link to video and/or agenda |
|--------------|--|---------|---|
| 1/25/2016 | City Council Visioning Session – Recreation Center Facilities Needs identified as a Council Priority | None | |
| 3/28/2016 | City Council Authorized RFP for a Feasibility Study for the Construction of an Improved Recreation Center Complex in Leo Ryan Park | | https://fostercityca.civicclerk.com/Web/Player.aspx?id=504&key=-1&mod=-1&mk=-1&nov=0 |
| 5/9/2016 | City Council Approved \$200,000 placeholder in the CIP for Recreation Center Master Plan Study | | |
| 7/18/2016 | City Council Approved process for outreach for Recreation Center Master Plan Study | | https://fostercityca.civicclerk.com/Web/Player.aspx?id=508&key=-1&mod=-1&mk=-1&nov=0 |
| 10/17/2016 | City Council approved Outreach Plan for Recreation Center Master Plan | | https://fostercityca.civicclerk.com/Web/Player.aspx?id=486&key=-1&mod=-1&mk=-1&nov=0 |
| 11/14/2016 | Facilitated Study Session - Priorities and Next Steps for Recreation Center Master Plan | None | https://fostercityca.civicclerk.com/Web/Player.aspx?id=219&key=-1&mod=-1&mk=-1&nov=0 |
| 2/21/2017 | Recreation Center Master Plan - Phase I: Community Input Findings - direct staff to hold a study session regarding discussion of the Recreation Center and proceed with the next phase of aligning the Recreation Center with the evolving needs of the community. Staff was further directed to proceed to develop the following deliverables: 1. Prepare a detailed community needs assessment that includes an assessment of regional amenities and opportunities without additional community engagement workshops/events as the Recreation Center Community Outreach Plan Phase I implemented in October through January was deemed complete and sufficient; 2. Identify possible partnerships; 3. Identify site location alternatives; and 4. Identify financing alternatives to be included in a report being developed by the Finance Director to be presented at the Special Meeting on March 27, 2017. | MO-1498 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=177&key=-1&mod=-1&mk=-1&nov=0 |
| 3/27/2017 | Financing Alternatives for the Wastewater Treatment Plant, Levee, and Recreation Center Master Plan Capital Improvement Projects | MO-1501 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=571&key=-1&mod=-1&mk=-1&nov=0 |

| Meeting Date | Title | Action | Link to video and/or agenda |
|--------------|--|---------|---|
| 4/3/2017 | Recreation Center Master Plan Next Steps - adopting Minute Order No. 1502, providing policy direction to add \$200,000 into the FY 2017/2018 budget for repairs and continue with further research for discussion at another study session date | MO-1502 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=606&key=-1&mod=-1&mk=-1&nov=0 |
| 5/8/2017 | FY 2017-2018 Budget Impacts Related to the Recreation Center Master Plan | None | https://fostercityca.civicclerk.com/Web/Player.aspx?id=572&key=-1&mod=-1&mk=-1&nov=0 |
| 10/23/2017 | Study Session - Recreation Center Master Plan - By Consensus of the City Council, IT WAS ORDERED directing staff to continue working with the Recreation Center Master Plan Ad Hoc Subcommittee, formed on July 18, 2016 City Council special meeting, to: 1. Draft a Capital Improvement Project (CIP) Project description in the amount of \$300,000 for conceptual design plans for the Recreation Center Master Plan; 2. Draft a Request for Proposal for conceptual design plans for the Recreation Center Master Plan; and 3. Engage Hillbarn Theatre regarding their interests in partnership with the Recreation Center Master Plan. The project specifications would take into consideration input gathered during the Community Outreach Phase of the Recreation Center Master Plan, to include: programs/services, facilities to support those levels of programs/services, and Leo Ryan Park site assumptions. The Recreation Center Master Subcommittee update and recommendations will be presented at the December 18, 2017 City Council regular meeting. Council further directed staff to not proceed with the plans and specifications and call for bids for Soccer Fields S1, S2 and Baseball Field B1 Synthetic Turf Installation at Sea Cloud Park (CIP 301-659) in 2017, and instead agendize this item for discussion at the January 27, 2018 City Council special meeting. | MO-1519 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=608&key=-1&mod=-1&mk=-1&nov=0 |

| Meeting Date | Title | Action | Link to video and/or agenda |
|--------------|---|-------------|---|
| 12/18/2017 | Approving a New Recreation Center Master Plan Capital Improvement Project, Appropriating Funding from the General Fund for the Recreation Center Master Plan Capital Improvement Project and Authorizing Staff to Issue a Request for Proposals for Conceptual Design Services | CC-2017-095 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=201&key=-1&mod=-1&mk=-1&nov=0 |
| 4/16/2018 | Authorizing an Agreement with Burks Toma Architects in the Amount Not to Exceed \$296,927 for Conceptual Design Services for the Recreation Center Master Plan Project (CIP 301-678) | CC-2018-026 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=205&key=-1&mod=-1&mk=-1&nov=0 |
| 9/17/2018 | Recreation Center Master Plan Update: Conceptual Design Predesign Phase Report - Receive and Accept Report | MO-1565 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=210&key=-1&mod=-1&mk=-1&nov=0 |
| 10/29/2018 | Study Session - Recreation Center Master Plan: Review of Preferred Conceptual Design Alternatives - receive and accept the report | MO-1569 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=760&key=-1&mod=-1&mk=-1&nov=0 |
| 1/22/2019 | Final Recreation Center Master Plan Conceptual Design Plan Report from Burks Toma Architects - 1. Receive and accept the Final Recreation Center Master Plan Conceptual Design Plan Report from Burks Toma Architects, 5-0-0; 2. Accept the preferred building program, park program, and site location as presented in Concept 3 in the report, 4-1-0, Councilmember Gehani voted no; and 3. Include funding for architectural design in the amount of \$7,000,000-\$10,000,000 in the Fiscal Year 2019-2020 Capital Improvement Program budget, 3-2-0, Councilmember Awasthi and Councilmember Gehani voted no. | MO-1585 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=772&key=-1&mod=-1&mk=-1&nov=0 |
| 4/29/2019 | Recreation Center Options for Rehabilitation or Replacement - Minute Order No. 1601 adopted to provide policy direction to: 1. Proceed with the build-to-budget option of approximately \$35-40 million to replace the Recreation Center, and explore the possibility of including \$2 million for a beer garden; and 2. Explore a phased approach for outdoor park improvements to be incorporated through the capital improvement project budget; and 3. Proceed with identifying funding sources for the Recreation Center to be discussed at a future City Council meeting. | MO-1601 | https://fostercityca.civicclerk.com/Web/Player.aspx?id=839&key=-1&mod=-1&mk=-1&nov=0 |

| Meeting Date | Title | Action | Link to video and/or agenda |
|--------------|--|---------|---|
| 8/5/2019 | Minute Order No. 1613 adopted to provide policy direction to table Funding Options for the Recreation Center Master Plan to a date uncertain and to be reconsidered when additional information is known regarding the costs of the Levee Protection Planning and Improvements Project (CIP 301-657) | MO-1613 | https://foftercityca.civicclerk.com/Web/Player.aspx?id=785&key=-1&mod=-1&mk=-1&nov=0 |
| 8/5/2019 | Vote to table Resolution amending Amendment No. 1 to the Professional Services Agreement for Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park with Burks Toma Architect, Inc. Dated April 16, 2018, to Expand the Scope of Work to Include the Development of a Recreation Center Master Plan Phase 3 Build to Budget Study Within the Original Contract Amount. | None | https://foftercityca.civicclerk.com/Web/Player.aspx?id=785&key=-1&mod=-1&mk=-1&nov=0 |

Direct Links to Key Resources:

Tremco Roof Report

- Page 19-20 in the Appendix to the RJM Public Outreach Report

RJM – Report from Public Outreach Phase

- <https://foftercityca.civicclerk.com/Web/GenFile.aspx?ad=7019>

Burks Toma - Conceptual Design Summary Report

- <https://foftercityca.civicclerk.com/Web/GenFile.aspx?ad=12089>

Kitahata & Company and William Euphrat Municipal Finance Inc. Report on Financing Alternatives for Major CIP Projects

- <https://foftercityca.civicclerk.com/Web/GenFile.aspx?ad=7108>

4. Concept 3: Outdoor Activity Complex

| | |
|------------------|----------------|
| BUILDING SIZE | 50,000 SF |
| PARK AREA | 7.1 acres |
| PARKING REQUIRED | +/- 289 spaces |



Concept 3 provides enhanced park spaces surrounding a centrally located facility, immediately adjacent to the amphitheater. Actively programmed park areas create a series of unique outdoor spaces surrounding the facility on all sides, and highlight the celebrated waterfront experience of Leo J. Ryan Park.

4.1 PROGRAM & BUILDING APPROACH

The building is organized into two wings around an open lobby and courtyard. To the north, the Community Multipurpose space is tucked into the existing hillside, and offers the opportunity to open onto the meadow for outdoor events and performances. In the south wing, the large event space and prominent recreation functions (dance and art areas) face the courtyard and entry plaza, while an outdoor beer garden anchors the southernmost end of the facility, facing the Lagoon and connecting to adjacent outdoor park uses. Staff offices and smaller multipurpose spaces are located on an upper level, with an extensive upper deck that provides both outdoor spaces and dramatic Lagoon views for the rooms above. The program and building approach for Concept 3 is further described in Figures 4.1 and 4.2.

CONCEPT ALTERNATIVE SUMMARY REPORT

Figure 4.1 Concept 3 Project Program Table

| No. | Room/Space | Function | PROPOSED | 1ST FLOOR | 2ND FLOOR |
|---|----------------------------------|---|----------|-----------|-----------|
| | | | Total SF | | SF |
| General Public | | | | | |
| | Reception Area | | 125 | 125 | |
| | Lobby | Integrate drop-in small meeting areas | 2,500 | 2,500 | |
| | Gallery | | 350 | 350 | |
| Administrative / Office | | | | | |
| | Staff Offices | | 1,600 | 1,600 | |
| | Break Room | | 200 | 200 | |
| Multi-Purpose Meeting Spaces | | | | | |
| | Large Meeting Space* | dedicated outdoor space desirable | 1,200 | 1,200 | |
| | Large Meeting Space* | dedicated outdoor space desirable | 1,200 | 1,200 | |
| | Large Meeting Space* | dedicated outdoor space desirable | 1,200 | | 1,200 |
| | Large Meeting Space* | dedicated outdoor space desirable | 1,200 | | 1,200 |
| | Medium Meeting Space* | dedicated outdoor space desirable | 750 | 750 | |
| | Medium Meeting Space* | dedicated outdoor space desirable | 750 | 750 | |
| | Medium Meeting Space* | dedicated outdoor space desirable | 750 | | 750 |
| | Medium Meeting Space* | dedicated outdoor space desirable | 750 | | 750 |
| | Small Meeting* | | 500 | | 500 |
| | Small Meeting* | | 500 | 500 | |
| *It will be desirable to have some variation in exact size of meeting spaces; these areas are intended to indicate general size requirements. Variation will be incorporated as Concept plans are developed | | | | | |
| Specific Use Program Space | | | | | |
| | Preschool | usable as indoor play space on weekends | 1,500 | 1,500 | |
| | Ceramics Studio | | 2,000 | 2,000 | |
| | Art Studio | Multi-purpose, flexible | 1,000 | 1,000 | |
| | Community Multi-purpose Space | Includes gymnasium & flexible use functions; min 16' clear height (20-24' clear height preferred) | 8,000 | 8,000 | |
| | Community support space | storage and support for range of multi-purpose activities | 1,000 | 1,000 | |
| | Dance/Fitness Studio | mirrors & barres. Accommodate temporary/moveable seating for parents/rectals | 1,500 | 1,500 | |
| Event Space | | | | | |
| | Extra-Large Flexible Event Space | banquet seating for 350 | 5,000 | 5,000 | |
| | Event Storage | | 500 | 500 | |
| Food Service | | | | | |
| | Outdoor "beer garden" food area | Very limited built/indoor space (potential food truck type configuration?) | 100 | 100 | |
| Program Support | | | | | |
| | Restrooms | (3) M/W restrooms | 1,500 | 900 | 600 |
| | Kitchen - teaching | | 1,600 | 1,600 | |
| | Kitchen - commercial | | 600 | | 600 |
| | Kitchen - commercial | | 600 | 600 | |
| Utility Space | | | | | |
| | Janitorial / Facilities | allowance | 200 | 100 | 100 |
| | Electrical | allowance | 250 | | 250 |
| | Mechanical | allowance | 250 | 250 | |
| Dedicated Exterior Uses | | | | | |
| | Ceramics firing & prep area | Connected to ceramics studio | 2,000 | | |
| | Outdoor play space for preschool | Connected to preschool/education area | 2,000 | | |
| | Outdoor café seating | (250 seats) For outdoor food service | 2,000 | | |

| Building Totals | | | | |
|-----------------------------|--|--|--------|--------|
| PROGRAM AREA (NET) | | | 39,175 | 33,225 |
| Grossing Factor 30% est. | | | 11,753 | 9,968 |
| TOTAL BUILDING AREA (GROSS) | | | 50,928 | 43,193 |

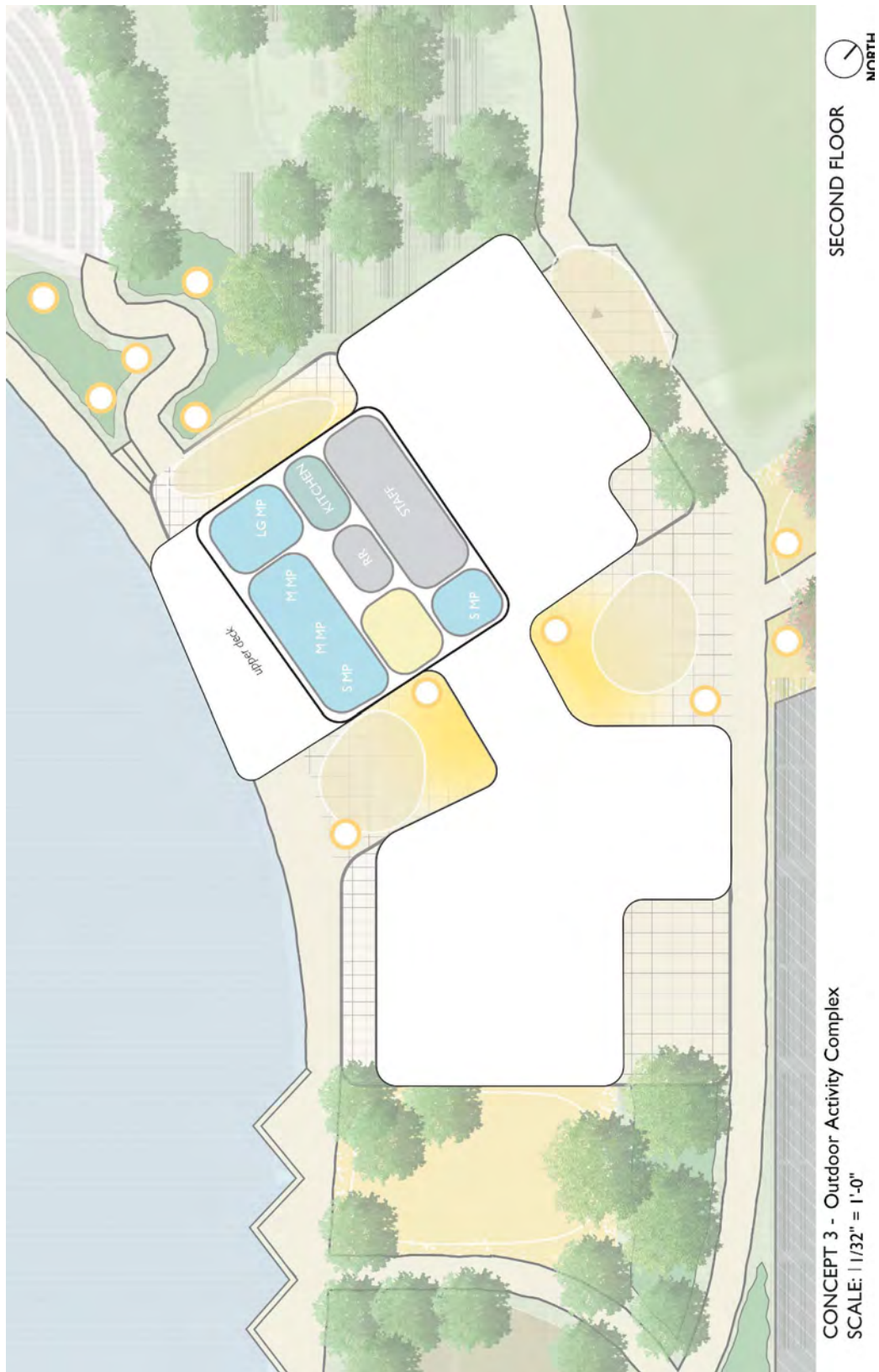
CONCEPT ALTERNATIVE SUMMARY REPORT

Figure 4.2 Concept 3 Plan Diagram- First Floor



CONCEPT ALTERNATIVE SUMMARY REPORT

Figure 4.2 Concept 3 Plan Diagram- Second Floor (continued)



CONCEPT ALTERNATIVE SUMMARY REPORT

4.2 SITE APPROACH

The building in Concept 3 is located in the same site as in Concept 2, and the site is organized to offer similar connectivity to the amphitheater and Shell Avenue uses, as shown in Figures 4.3 and 4.4. However, in Concept 3 the reduced building and parking footprint (which assumes 250 spaces) allows for expanded park uses along the waterfront to the east of the building. This waterfront park area includes meandering picnic/flexible use areas and a series of unique activity areas that may include an interactive play area, game gardens, adult exercise areas, and four bocce courts with associated amenities. In addition, a waterfront outdoor food and beer garden connects the building with these active park areas. A series of waterfront overlooks located in proximity to the building, food and beer garden, and bocce area offer additional opportunities to engage the lagoon. To the west of the building, a sculptural garden walk provides a unique experience for visitors, serving as an effective transition from the building to the amphitheater. Sculptural elements are also utilized to define and activate the entry promenade, beginning at Shell Avenue and leading to the waterfront. Similar to Concept 2, food trucks could be staged along the entry promenade or along the waterfront park areas, and the eastern area of the parking lot could be utilized for large community events. However, in this Concept, food trucks along the waterfront park areas could be operated in conjunction with the food and beer garden.

CONCEPT ALTERNATIVE SUMMARY REPORT

Figure 4.3 Concept 3 Pedestrian Connectivity



Tree Grove

Amphitheater

Veterans Wall

Group Picnic

Event Terrace

Community Multipurpose Building

Indoor/Outdoor Performance

Meadow Active Open Space

Entry Plaza

Lobby

Courtyard

Events

Beer Garden

Bocce (4 Courses)

Game Garden

Play

Picnic/Flexible Use

Picnic/Flexible Use

Adult Exercise

Parking (~250 Spaces)

Teen Center

Skate Park

Basket Ball

Pickleball

LAGOON

Overlook

Sculpture Event Terrace

Building Overhang Event Terrace

Steps

Entry Promenade

Mid-Block Crossing

Foster Square

SHELL BLVD.

E. HILLDALE BLVD.

Library and Community Center

Concept 3 - Outdoor Activity Complex

CONCEPT ALTERNATIVE SUMMARY REPORT

4.3 FISCAL & OPERATIONAL IMPACT

OVERVIEW

Concept 3 is similar to Concept 1, except that it is in a different site and has a different food and beverage option. It is slightly larger than Concept 1.

The business model assumptions for Concept 3 include the food / beer garden as being operated entirely by an experienced restaurateur, and the City would function as the landlord for that space, the majority of which would be outdoors with suitable wind screening, heaters and other amenities.

STAFFING

As with all three of the concept alternatives, the Base Program in Concept 3 is assumed to be operated by the core Department staff that currently manages and operates the Recreation Center without needing additional staff.

The Enhancement Program to Concept 3, is estimated to have the same staffing needs as described for Concept 1, which was projected to add up to:

- 2.00 FTEs for Building Services Assistants,
- 1.00 FTE for Recreation Leader I, and
- 1.00 FTE for Recreation Leader II.

Concept 3 would also be a more complicated building to manage, because its Enhancement Program would create the need to manage more relationships with third parties. For Concept 3 this is projected to equate to:

- 0.50 FTE for Management Analyst.

The annual cost of this additional staffing has been estimated to add approximately \$241,000 in employee costs.

OPERATIONS AND MAINTENANCE

At 50,928 gross square feet, Concept 3 would be 19,142 gross square feet larger than the 31,786 square feet the City currently uses for allocating Building O&M costs back to the existing Recreation Center and Senior Wing. The incremental of space implies an additional O&M cost of \$279,000 per year to maintain the larger building.

The total cost impact on the City's budget for Recreation staff and Building O&M combined would be \$520,000 for Concept 3.

CONCEPT ALTERNATIVE SUMMARY REPORT**REVENUE**

The Base Program in Concept 3 would generate the same incremental revenues as were described for the first two Concepts. The most significant element of the Enhancement Program for Concept 3 is the Community Multipurpose Room, which is assumed to have the same revenue profile as described in Concept 1.

The food and beverage element of the Enhancement Program for Concept 3 calls for a food / beer garden where 2,000 square feet of seating area is offered outside, and a 100 square foot support space is either included in the side of the main building or as a freestanding pop-up type structure. It is expected to generate revenue that is between that of the café in Concept 1 and the restaurant in Concept 2, which when combined with all the other revenues adds up to \$451,000 per year for Concept 3.

4.4 COST & IMPLEMENTATION CONSIDERATIONS**CONSTRUCTION COST**

The Planning Level Construction Cost Estimate developed for Concept 3 is based on the assumptions outlined in the Executive Summary, Section 1.9. adjusted to reflect Concept 3 building area, program elements and concept specific site improvements. A summary of construction costs for Concept 3 is shown in Table 11.

TABLE 11: CONCEPT 3 CONSTRUCTION COST

| Concept 3 Outdoor Activity Complex | Gross SF | 2022 Dollars | | 2018 Dollars |
|--|------------|--------------|----------------|----------------|
| | | \$ / SF | Total | |
| Building | 50,928 GSF | \$880 | \$45M | |
| Sitework | | | \$16.8M | |
| Total Complex Construction Cost | | | \$61.7M | |
| FF&E Allowances | | | | |
| Move existing furniture to new building | | | \$30,000 | |
| Allow for limited replacement/upgrade of furnishings | | | \$15,000 | |
| FF&E Allowances for lobby, multipurpose spaces | 11,425 SF | \$45 | \$514,000 | |
| Total Concept 3 Cost | | | \$62.3M | \$50.1M |

Source: TBD Consultants.

CONCEPT ALTERNATIVE SUMMARY REPORT

RISK ASSESSMENT

Potential risks that could negatively impact budget/schedule and strategy to mitigate include the following:

- There is a risk in the Community Multipurpose space that if the City invests in built-in features and movable specialized equipment to support both sports and performance uses, that one investment may be underutilized if the preponderance of use trends towards the other. This could be mitigated to some extent by only investing in features that must be included in the construction, and making specific investments in furniture, fixtures and equipment (FF&E) incrementally as demand is proven.
- As with any form of restaurant, there is the risk that the market will not be as supportive as hoped, or that the “fad” of the outdoor beer garden will wane somewhat over time. One strategy to mitigate risk is to solicit a private operator experienced with this type of food and beverage outlet early in the final design process, and allow operator requirements to help design the garden and supporting space. Because the outdoor space is less costly than building an indoor restaurant, it may also be easier to repurpose the space into some other form of game garden or commercial event space if the demand for the food / beer garden concept diminishes.



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Paul Nagengast, Project Advisor, Regional Government Services

SUBJECT: CONTRACT CHANGE ORDER NO. TEN (10) TO THE AGREEMENT WITH SHIMMICK CONSTRUCTION CO., IN THE AMOUNT OF \$932,030.15 FOR CONCRETE CAP REVISION ON THE SHEET PILE WALL FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the Mayor to execute Contract Change Order No. Ten (10) to the agreement with Shimmick Construction for the Levee Protection Planning and Improvements Project (CIP 327-657) in the Amount of \$932,030.15 for Concrete Cap Revision on the Sheet Pile Wall.

Funding is available in approved construction contingencies in the amount of \$9,000,000 from the budget established for the Levee Protection Planning and Improvements Project (CIP 327-657).

EXECUTIVE SUMMARY

While constructing the wooden forms for the concrete and reinforcing steel as part of the concrete caps that cover the tops of the sheet pile walls, the contractor observed that the forms were not in a straight line and would produce a wave or bow in the finished concrete caps. It was determined that due to the amount of tolerance specified for the installation of the sheet piles in the Project contract specifications, the sheet piles were not consistently in the same position as the Project contract plan detail for a concrete cap indicated.

By memorandum dated April 8, 2021, and the staff report for the April 19, 2021, City Council meeting, staff provided information to the City Council indicating the wave or bow in the finished cap created an aesthetic concern and not a structural or design deficit. Staff indicated we would return with a complete detailed report in the future for City Council approval if the proposed contract change order work to address this aesthetic concern was greater than \$250,000.

On April 19, 2021, City Council adopted Minute Order No, 1759, directing staff to proceed with various concrete cap design revisions for the sheet pile wall installation in relations to the Levee Protection Planning & Improvements Project (CIP 327-657) with the City reserving the right to challenge the responsibility associated with the revisions. It has now been determined that the cost for the concrete cap revisions is \$932,030.15.

BACKGROUND

Staff presented to City Council on April 19, 2021, a report indicating the current Project plan sheet details for the concrete cap to be placed on the levee sheet piles did not fully accommodate for the various sheet pile horizontal tolerances specified in the Project specifications.

The report indicated, in order to provide efficiencies in the installation of the sheet piles which would save time and money, the sheet piles were specified to be within 6" of its desired location. Typically, this 6" as a tolerance to install the sheet piles provides the contractor the ability to install the sheet piles without having to slow down his operations, thus less efficient, to meet more stringent tolerances. The Project plan detail for the concrete cap did not provide for the 6" tolerances and actual in-field construction of the forms at one location north of Shorebird Park reflected the wave or bow as the forms move with the sheet pile locations. (See Attachment 3 - Photo indicating wave or bow in the concrete cap near Station 186+00, North of Shorebird Park)

While the wave or bow does not affect the structural integrity of the concrete cap and sheet pile wall, aesthetically the wave would detract from other linear components of the Project once the trail, and lane striping are completed. Time was and is of the essence because the Contractor use of specified time built in the Project timeline (float) for these types of design or other unforeseen circumstances can impact the contractors' schedule. City Council was advised, should all the float time be used up, the contractor may begin to accumulate compensable delay days. The Project is still early in the construction schedule, and any impacts to the float should be kept to a minimum to provide for other potential Project impacts to the schedule.

City Council authorized staff to proceed with various concrete cap revisions and to

negotiate a final cost to provide a revised concrete cap detail to be able to procure the correct type and size of steel reinforcement for the revised concrete caps.

The Schaaf & Wheeler design team has been reviewing various proposed changes to the steel reinforcement and forming for the concrete caps and has found a workable solution to achieve a linear cap with the specified tolerances for the sheet pile installation.

On April 19, 2021, City Council was also advised the City Manager authorized the construction of a revised concrete cap detail utilizing on-site steel that had been purchased to construct the Project plan detail for the concrete cap placed on sheet piles north of Shorebird Park. By doing this the contractor remained on schedule and the City Council was afforded additional time to provide staff with the necessary direction on the remaining concrete cap for the Project sheet pile wall. This approach did not require the City Council to approve a change order for the remainder of the wall nor did it circumvent the City Councils' signing authority by breaking the work into smaller sections. (See Attachment 3 - Photo of finished concrete cap without the wave or bow using a revised cap detail at the same location that indicated a bow near Station 186+00, North of Shorebird Park)

As noted above, the City Council had been advised of the preliminary cost estimates which ranged from \$500K to \$1M for a revised concrete cap to be used on the Project. An updated estimated cost range provided to City Council reduced the cost estimate range to \$600K- \$700K with the understanding the final cost estimates were still subject to the cost of the material and fabrication of the steel reinforcement. The contractor has now provided a cost to construct the revised concrete caps with the updated costs for the reinforced steel. Due to the increased prices of steel (the contractor is starting to see shortages of steel on the market), lumber, and other commodities the revised concrete cap cost has increased from \$700K to \$932,030.15 which is still less than the \$1M original upper limit cost estimate.

ANALYSIS

On April 19, 2021, City Council adopted Minute Order No. 1759, directing staff to proceed with various concrete cap design revisions for the sheet pile wall installation in relations to the Levee Protection Planning & Improvements Project (CIP 327-657) with the City reserving the right to challenge the responsibility associated with the revisions. Tanner Pacific, Inc., has reviewed the cost for the concrete cap revision in the amount of \$932,030.15 and finds it reasonable for the work to be completed.

Staff recommends City Council approve Contract Change Order No. Ten (10) for the concrete cap revision to be placed on the sheet pile wall installation.

FISCAL IMPACT

With the execution of Contract Change Order No. Ten (10), the total contract change orders costs to date are summarized below:

| | |
|--|-----------------|
| Construction Contingency | \$ 9,000,000.00 |
| CCO 1-9 (CCO #2 was a \$585K credit) | - \$ 110,033.63 |
| Contract Change Order #10 | - \$ 932,030.15 |
| Total Available Construction Contingency | \$ 7,957,936.22 |

Adequate funding has been provided as construction contingencies for this Project from the Project budget (CIP 327-657).

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

The Levee Improvements Project is in alignment to the City Council's adopted Vision and Mission statements, in that it seeks to create a sustainable environment through infrastructure improvements for current and future generations to come. This item is also directly related to the "Facilities and Infrastructure" Value/Priority Area. The key outcome is to make substantial progress toward an improved levee on time and budget to protect the community and critical infrastructure from storms and high tide.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Contract Change Order No. Ten (10)
- Attachment 3 – Photo of Concrete Cap Before and After Revision – (Sta 186+00; North of Shorebird Park)
- Attachment 4 – Memorandum to City Council dated April 8, 2021
- Attachment 5 – Staff Report for City Council Meeting dated April 19, 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. TEN (10) TO THE AGREEMENT WITH SHIMMICK CONSTRUCTION CO., IN THE AMOUNT OF \$932,030.15 FOR CONCRETE CAP REVISION ON THE SHEET PILE WALL FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657)

CITY OF FOSTER CITY

WHEREAS, on July 20, 2020, the City Council adopted Resolution 2020-76 awarding a contract to Shimmick Construction Co., in the amount of \$60,218,000 for the Levee Protection Planning and Improvements Project (CIP 327-657) (Project); and

WHEREAS, on July 20, 2020, a construction contingency in the amount of \$9,000,000 was provided for contract change orders during the construction of the Project with contract change orders greater than \$250,000 to be approved by City Council; and

WHEREAS, Contract Change Order No. Ten (10) in the amount of \$932,030.15 would provide for a concrete cap revision to be placed on installed levee sheet piles to remove a wave or bow observed on concrete forms for the levee sheet pile; and

WHEREAS, funding is available in the construction contingency amount approved as part of the project budget for the Levee Protection Planning and Improvements Project (CIP 327-657).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby authorizes the Mayor to execute Contract Change Order No. Ten (10) to the agreement with Shimmick Construction, in the amount of \$932,030.15, for a concrete cap revision to be place on installed levee sheet piles for the Levee Protection Planning and Improvements Project (CIP 327-657).

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANJAY GEHANI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

CITY OF FOSTER CITY
CONTRACT CHANGE ORDER NO. TEN (10)

DATE: June 2, 2021

CHARGE ACCOUNT: 327-0910-657-4251

PROJECT NAME: FOSTER CITY LEVEE IMPROVEMENTS PROJECT (CIP 301-657)

TO: SHIMMICK CONSTRUCTION, Contractor. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of your agreement dated July 20, 2020. All new work herein shall be done in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order.

CHANGE REQUESTED BY: Shimmick Construction and the City of Foster City

| | |
|---|-------------------------|
| ORIGINAL CONTRACT AMOUNT | \$ 60,218,000.00 |
| NET CHANGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS \$ | 110,033.63 |
| CONTRACT AMOUNT PRIOR TO CCO NO. 10 | \$ 60,328,033.63 |
| CHANGES AUTHORIZED BY CCO NO. 10 | \$ 932,030.15 |
| REVISED CONTRACT AMOUNT | \$ 61,260,063.78 |

Description of work to be done, estimate of quantities, and prices to be paid are listed below. CCO No. 10 is provided to account for additional rebar and materials as part of a revised detail required to remedy the aesthetic appearance of the sheet pile wall concrete cap after noting fluctuations in the concrete cap edges due to allowable tolerances in the sheet pile installation.

1. Financial Changes Authorized by Contract Change Order:

| BID ITEM No. | DESCRIPTION | TOTAL COST | CALENDAR DAYS |
|--------------|--|---------------------|---------------|
| LS | COR 033 – Concrete Cap Modifications. | \$932,030.15 | 0 |
| | Total Amount Authorized by Change Order | \$932,030.15 | 0 |

2. Time Changes Authorized by Contract Change Order: None

\$932,030.15

\$61,260,063.78

We, the undersigned contractor, have given careful consideration to the work proposed and hereby agree, if this proposal is approved, to provide all equipment, furnish all materials except as may otherwise be noted above, and to perform all services necessary for the work above specified and to accept as full payment therefore the prices shown above.

JONATHAN TRISTAO
CONSTRUCTION MANAGER, TANNER PACIFIC

| | |
|--|------|
| CRAIG ORR | DATE |
| PROJECT MANAGER, SHIMMICK CONSTRUCTION | |

PAUL NAGENGAST
LEVEE PROJECT MANAGER, RGSA

PETER PIRNEJAD
CITY MANAGER, FOSTER CITY

| | |
|-------------------------------------|------|
| SANJAY GEHANI MAYOR, FOSTER CITY | DATE |
|-------------------------------------|------|

BY: PRISCILLA SCHAUS, CITY CLERK

BY: JEAN SAVAREE, CITY ATTORNEY

STA 186+00 LOOKING NORTH

CONCRETE CAP
HAS TO ADJUST
OUTWARD ALONG
SHEET PILES

CONCRETE SIZE
GROWS HERE,
SHRINKS
BACK-SIDE
AFFECTING REBAR
COVER

6 3/4" OFFSET
PLACED HERE



STA 185+50 LOOKING SOUTH







City of Foster City

MEMORANDUM

Public Works Department

DATE: April 8, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Paul T. Nagengast, Project Manager, Levee Improvement Project

SUBJECT: LEVEE IMPROVEMENTS PROJECT (CIP 327 - 657) – CONCRETE CAP REVISION FOR SHEET PILE WALL INSTALLATION

While constructing the wooden forms for the concrete and reinforcing steel as part of the concrete caps that cover the tops of the sheet pile walls, the contractor observed that the forms were not in a straight line and would produce a wave or bow in the finished concrete caps. It was determined that due to the amount of tolerance specified for the installation of the sheet piles in the Project contract specifications, the sheet piles were not consistently in the same position as the Project contract plan detail for a concrete cap indicated. To reiterate, the construction complies with the plans and specifications, but upon observation it is the opinion of Tanner Pacific, Inc. (TPI), the Project Manager (Paul Nagengast), and the contractor that the wall may not have the desired finish that might be expected. To be clear, this is an aesthetic opinion and not a structural or design deficit.

Specifically, in order to provide efficiencies in the installation of the sheet piles to save time and money, the sheet piles were specified to be within 6" of its desired location. Typically, this 6" as a tolerance to install the sheet piles provides the contractor the ability to install the sheet piles without having to slow down his operations, thus less efficient, to meet more stringent tolerances. The Project plan detail for the concrete cap does not provide for the 6" tolerances and actual in-field construction of the forms reflects the wave or bow as the forms move with the sheet pile locations. See attached Figures indicating wave or bow in the concrete cap near Station 186+00.

While the wave or bow is not affecting the structural integrity of the concrete cap and sheet pile wall, aesthetically the wave would detract from other linear components of the Project once the trail, and lane striping are completed.

The Contractor has stopped work on the concrete cap until direction is given by the City to either continue with the existing Project plan detail and produce nonlinear concrete caps or modify the concrete cap detail to provide for linear caps to match the other linear components of the final levee wall and trail product. Time is of the essence because the

Contractor is using up specified time built in the Project timeline (float) for these types of design or other unforeseen circumstances impacting contractors' schedule. Should all the float time be used up, the contractor may begin to accumulate compensable delay days. The Project is still early in the construction schedule, and any impacts to the float should be kept to a minimum to provide for other potential Project impacts to the schedule.

Proposed changes to the steel reinforcement and forming for the concrete caps have been reviewed by the Schaaf & Wheeler design team and a workable solution is possible to achieve a linear cap with the specified 6" tolerances for the sheet pile installation. Estimated cost to provide the revised concrete cap for the linear appearance is between \$500,000 and \$1,000,000.

The construction manager, Tanner Pacific, Inc., recommends the City to provide the alternative concrete cap detail for a linear clean finish to the concrete cap in lieu of a wavy look that might take away from the other amenities being provided. It is hoped the trail amenities will be available for use for generations of Foster City residents. Not only is it important to provide a complete finished functioning product but it should also be aesthetically pleasing during use of the product.

The City Manager has reviewed the options and has agreed to expedite this to the City Council for review. He is prepared to sign off on the change unless the City Council finds exception. Once the cost of the proposed contract change order work has been fully realized, staff will provide a complete detailed report to the City Council for their approval if greater than \$250,000.

Unless the City Manager is advised by any member of the City Council by Tuesday April 13, 2021, to not proceed with revising the concrete cap for the linear finished cap, the Contractor will be directed to proceed with the revised concrete cap option. Should a member of the City Council desire to discuss this item, staff would revise the April 19, 2021, City Council Agenda to include discussion of providing the direction to the Contractor to revise the concrete cap detail.

City Council is reminded, the use of additional construction float days will be necessary by the contractor in order to place the discussion on the April 19 agenda. This would also increase the costs associated with any rework necessary, as the reinforcing steel manufacturer is continuing production of the current design until formal direction is provided to the contractor. Staff will provide a complete detailed report in the future for City Council approval if the proposed contract change order work is greater than \$250,000. Staff and the project manager will work closely with the contract to limit the extent of this aesthetic alteration.

Attachment: Picture of Wave or Bow of Cap Looking at Sta 186+00

STA 186+00 LOOKING NORTH

CONCRETE CAP
HAS TO ADJUST
OUTWARD ALONG
SHEET PILES

CONCRETE SIZE
GROWS HERE,
SHRINKS
BACK-SIDE
AFFECTING REBAR
COVER

6 3/4" OFFSET
PLACED HERE



DATE: April 19, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Paul Nagengast, Project Advisor, Regional Government Services

SUBJECT: LEVEE PROTECTION PLANNING & IMPROVEMENTS PROJECT (CIP 327-657) – CONCRETE CAP REVISION FOR SHEET PILE WALL INSTALLATION

RECOMMENDATION

It is recommended that the City Council review the report and after discussion, by Minute Order, direct staff on whether or not to proceed with various concrete cap design revisions for the sheet pile wall installation in relation to the Levee Protection Planning & Improvements Project (CIP 327-657), hereinafter referred to as "Project."

EXECUTIVE SUMMARY/ANALYSIS

Since possible concrete cap revisions are being evaluated by the Project team to determine a better cost estimate, this report has been written utilizing information currently available. Staff will provide any latest verbal updates pertinent to the concrete cap design revisions at the City Council meeting.

While constructing the wooden forms for the concrete and reinforcing steel as part of the concrete caps that cover the tops of the sheet pile walls, the contractor observed that the forms were not in a straight line and would produce a wave or bow in the finished concrete caps. It was determined that due to the amount of tolerance specified for the installation of the sheet piles in the Project contract specifications, the sheet piles were not consistently in the same position as the Project contract plan detail for a concrete cap indicated. To reiterate, the construction complies with the plans and specifications, but upon observation it is the opinion of the Construction Manager, Tanner Pacific, Inc. (TPI), the Project Manager (Paul Nagengast), and the contractor

that the concrete cap side facing the trail may not have the desired finish that might be expected. This is an aesthetic opinion and not a structural or design deficit.

In order to provide efficiencies in the installation of the sheet piles to save time and money, the sheet piles were specified to be within 6" of its desired location. Typically, this 6" as a tolerance to install the sheet piles provides the contractor the ability to install the sheet piles without having to slow down his operations, thus less efficient, to meet more stringent tolerances. The Project plan detail for the concrete cap does not provide for the 6" tolerances and actual in-field construction of the forms at one location north of Shorebird Park reflects the wave or bow as the forms move with the sheet pile locations. See attached Figure 1 indicating wave or bow in the concrete cap near Station 186+00. While the wave or bow is not affecting the structural integrity of the concrete cap and sheet pile wall, aesthetically the wave would detract from other linear components of the Project once the trail, and lane striping are completed.

Time is of the essence because the Contractor is using up specified time built in the Project timeline (float) for these types of design or other unforeseen circumstances impacting contractors' schedule. Should all the float time be used up, the contractor may begin to accumulate compensable delay days. The Project is still early in the construction schedule, and any impacts to the float should be kept to a minimum to provide for other potential Project impacts to the schedule.

FISCAL IMPACT

As a point of clarification, staff circulated a memorandum about the concrete caps to the City Council on April 9, 2021. The intent of the memorandum was to give the City Council early notification of a potential change order. The memorandum was not to get authorization to execute the change order, rather to signal to the City Council that pending their perspectives about the aesthetics, staff would assemble a more detailed change order. When and if that change order were to exceed the signing authority of the City Manager it would be brought before the City Council for approval.

Given the City Managers' signing authority for change orders is not to exceed \$250,000, for the \$60,218,000 construction contract with Shimmick Construction Company, Inc., that equates to 0.42% of the contract total. Given the size of the City Managers' authority in relation to the size of the construction contract, as well as the overall Project budget of \$85,000,000, it becomes difficult to keep the Project on track without instituting a quicker means, other than regular City Council meetings, to get the necessary direction from City Council to execute change orders. Therefore, staff feels it is necessary to call special meetings as needed to accelerate the decision-making process for change orders exceeding the City Managers' authority that cannot wait weeks to schedule and be placed on a regular City Council meeting agenda.

Further, due to the size of the change order authorization and the need to maintain float in the Project, staff is forced to bring matters to the City Council without all the details the City Council might prefer when making a decision. In the case of the concrete cap, the estimated cost range is as large as it is at this time, because a significant portion of the sheet wall in Phase 2 and all of Phase 3 may need to be installed prior to realizing full cost implications, making it impossible to know exactly how many sections of the wall will need the revised detail. Furthermore, the contractor knows that the closer to the bridge they go the more obstructions they will encounter making it more likely they will encounter variances within the permitted 6" tolerance. Therefore, staff will be asking City Council to approve work within ranges and as staff assembles more information, staff will keep the City Council informed.

The Schaaf & Wheeler design team have been reviewing various proposed changes to the steel reinforcement and forming for the concrete caps to find a workable solution to achieve a linear cap with the specified 6" tolerances for the sheet pile installation.

As of the writing of this report, estimated additional costs to provide a revised concrete cap for the linear appearance is between \$500,000 and \$1,000,000. The high end of the range reflects a worst-case scenario where the entire length of sheet piles used on the Project require a revised concrete cap detail to address tolerances of up to 6". The low end of the range (and could be lower dollar amount) reflects a scenario (at the time of writing this report) where there are sheet piles installed with tolerances up to only 2" and the existing Project plan detail can be used for these sheet piles. For example, it is possible Phase 1 sheet piles may exhibit very low tolerances of 2" or less along extended lengths of sheet pile wall installation. If it is determined the sheet piles in Phase 1, are within 2" of tolerances, it may be decided the Project plan cap detail can be used, and no additional cost associated with 2" tolerances would be necessary.

The contractor is determining what costs are associated with having to complete sheet pile installation prior to ordering the reinforcing steel to address various installed tolerances versus one type of cap detail only to address any tolerances up to 6" for the entire Project length of sheet pile installation. Additional information will be provided at the April 19, 2021 City Council meeting.

Since the exact dollar amount to revise a concrete cap detail to address various tolerances exhibited by the installed sheet piles is not known at this time, City Council is requested to determine if there is a dollar value threshold associated with their decision to not move forward with cap revisions. If City Council would not approve an additional \$1,000,000 worst-case scenario, then City Council should direct staff to install the concrete cap per the Project plan cap detail and the wave or bow displayed in the finished product is acceptable. However, if that threshold is any number up to \$1,000,000, City Council should direct staff to proceed with the design cap detail revisions and return with a complete detailed report in the future for City Council

approval if the proposed contract change order work is greater than \$250,000. Staff and the project team will work closely with the contractor to limit the extent of this aesthetic alteration.

In an effort to provide the City Council more time the City Manager has authorized the work for the 1000-linear feet section (note above when brought to staff attention and see Figure 1) that has been formed north of Shorebird Park. By doing this the contractor is kept on schedule and the City Council is afforded more time to make the necessary direction on the remaining Project wall. This in no way binds the City Council in approving a change order for the remainder of the wall nor does it circumvent the City Councils' signing authority by breaking the work into smaller sections. This is a single section of the levee sheet pile wall and the only section of wall that is currently formed for the concrete caps and ready for concrete to be placed in the forms.

If the City Council chooses to challenge the designer's design details, then the recommended course of action would be to rule on the concrete cap and upon completion of the Project address this challenge. Otherwise, the float in the Project may be compromised resulting in cost over-runs due to delays.

CONCLUSION

It is recommended that the City Council, review the report and after discussion direct staff on whether or not to proceed with various concrete cap design revisions for the sheet pile wall installation. Should City Council direct staff to proceed with a design revision to the concrete cap detail, staff will provide a complete detailed report to the City Council for approval at a future meeting if costs are greater than \$250,000.

CITY COUNCIL VALUE/PRIORITY AREA

This item is directly related to the Levee Project under the "Facilities and Infrastructure" Value/Priority Area. The key outcome is to make substantial progress toward an improved levee project on time and budget to protect the community and critical infrastructure from storms and high tide.

Attachment:

- Figure 1 - Photograph of Wave or Bow of Cap Looking at Sta 186+00 (North of Shorebird Park)



DATE: June 7, 2021

TO: Mayor and Members of the City Council

VIA: Peter Pirnejad, City Manager

FROM: Marlene Subhashini, Community Development Director

SUBJECT: 2023-2031 REGIONAL HOUSING NEEDS ALLOCATION (RHNA)
APPEAL

RECOMMENDATION

It is recommended that City Council, by Minute Order:

1. Direct staff to prepare and file an appeal to the Draft RHNA of 1,896 units for Housing Element Cycle 2023-31; or
2. Decline to file an appeal to the Draft RHNA of 1,896 units for Housing Element Cycle 2023-31

EXECUTIVE SUMMARY

California State Law recognizes that local governments play a vital role in developing affordable housing. Since 1969, the State of California has required each local government to plan for its share of the state's housing needs for people of all income levels. The state accomplishes this through the Regional Housing Needs Allocation (RHNA) process.

Local housing needs allocations are developed by each regional Council of Governments (COGs). The Association of Bay Area Governments, or ABAG, serves as the COG in the Bay Area. ABAG is responsible for conducting the Bay Area's RHNA process every eight years via the [Housing Methodology Committee \(HMC\)](#) in conjunction with local elected officials and staff, stakeholders, and residents from around the region. By the RHNA, each city is assigned a total number of residential units that need to be built and how affordable those units need to be in order to meet the housing needs of the region for all income levels. The RHNA is required to be consistent with the growth pattern from region's land use and transportation plan, Plan Bay Area

2050 Blueprint.

On May 20, 2021, the ABAG Executive Board approved the final RHNA methodology and Draft Allocation for Cycle 6 assigning 1,896 units to Foster City. This is 341% increase from RHNA Cycle 5 of 430 units. Foster City, and other cities in the State, must now update their Housing Elements by January 2023. The Housing Elements must identify sites that are zoned with enough capacity to meet the RHNA 6 allocation. Release of the Draft RHNA Allocations initiates the period in which cities or the State Department of Housing and Community Development (HCD) can submit an appeal to ABAG requesting a change to any city's allocation. ABAG will issue the final RHNA by the end of 2021.

BACKGROUND/ANALYSIS

On November 20, 2020, former Mayor Mahanpour, on behalf of the City Council sent a letter prepared by staff to the ABAG Regional Planning Committee regarding the proposed RHNA Methodology and Subregional Shares for the RHNA Cycle 6 ([Link](#)). At the time, Foster City's illustrative RHNA allocation was 2,028 housing units, a 471% increase from RHNA Cycle 5 which assigned Foster City 430 units.

On December 18, 2020, ABAG released the Draft RHNA Methodology and final Subregional Shares based on the Plan Bay Area 2050 Final Blueprint. Although there were no changes made to the RHNA Methodology itself, based on the public comments received, revised strategies that emphasized more household growth in transit-rich locations (and high resources areas with projected job-growth and redevelopment potential) to enable the Bay Area to meet its Greenhouse Gas Emissions (GHG) target from the State were incorporated into the Final Blueprint. The revised allocation can be attributed in large part to three new strategies in Plan Bay Area 2050.

1. One strategy, which calls for building "adequate affordable housing to ensure homes for all," forecasted more housing for San Francisco and the East Bay
2. Another strategy, which seeks to offer incentives to employers to "shift jobs to housing-rich areas well served by transit," moved some of the jobs that were originally forecasted for the South Bay to other regions and assigned to those areas additional housing units.
3. And the strategy calling for accelerating "reuse of public and community-owned land for mixed-income housing and essential service" resulted in more distribution of housing opportunities towards cities that had such lands.

While the initially proposed RHNA Methodology used baseline data from the Plan Bay Area 2050 Draft Blueprint, the draft RHNA Methodology used baseline data (2050 household data) from the Plan Bay Area 2050 Final Blueprint. Integrating Final Blueprint baseline data into the Draft RHNA Methodology resulted in changes to the illustrative allocations for some local jurisdictions.

There was also an equity adjustment proposed by ABAG in the final Subregional Shares. The

draft RHNA methodology Identified 49 jurisdictions exhibiting above average racial and economic exclusion using a composite score based on the jurisdiction's divergence index score (a measure of segregation) and percent of the jurisdiction's households above 120% AMI. As a result of the various factors noted above, some cities received reduced allocation while others received a higher allocation. Foster City received a slightly reduced allocation changing the City's allocation from 2,028 to 1,896 units. Illustrative RHNA for the various bay area jurisdictions can be found here: [Link](#)

On January 19, 2021, the City received a letter from ABAG in response to the Mayor's November 20, 2020 letter ([link](#)). Per ABAG, the proposed allocations were illustrative and there were several more steps involved in the Final RHNA Methodology before Bay Area jurisdictions were slated to receive their final allocation in late 2021.

On February 1, 2021, the City Council formalized its concerns regarding the draft Regional Housing Needs Allocation (RHNA Cycle 6) and certain State housing bills which would erode local control over land use (link to [Staff Report](#) and [Resolution](#))

On February 10, 2021, the City Council held its annual Vision & Policy Summit to review and discuss projects and initiatives of the highest priority for City Council. Smart Planning, Development, and the Local Economy was one of the six (6) broad Value/Priority Areas. One of the key projects and initiatives identified under Smart Planning, Development, and the Local Economy was to ensure that the City's RHNA takes into account the City's historical efforts in developing affordable housing, the City's land use constraints, and that the City's draft Housing Element addresses land use control and preserves community character. Under this initiative, the following steps were identified:

1. Schedule a Joint City Council/Planning Commission Study Session – Q2 - Completed
2. Start site analysis, develop work plan, launch community engagement efforts – Q2 - Ongoing
3. Focus on site analysis, community engagement efforts, and development policies – Q4

Report Final RHNA allocation to City Council and receive direction on next steps – Q4

On March 11, 2021, the City Council, by Minute Order, affirmed each of the Value/Priority Areas identified, as well as the associated key projects and initiatives listed under each respective area including initiative on RHNA as discussed above.

March 24, 2021, the City held a Joint City Council/Planning Commission Study Session to discuss current Housing Element Implementation programs (RHNA Cycle 5) and a RHNA Cycle 6 workplan and community engagement process as the City begins the process of updating the Housing Element for the 2023-2031 planning period.

On May 20, 2021, the ABAG Executive Board approved the final RHNA methodology and Draft

Allocations ([see this link for Draft RHNA](#)). The release of the Draft Allocations initiates the period in which a local jurisdiction or HCD can submit an appeal to ABAG requesting a change to any Bay Area jurisdiction's allocation. Key dates in the appeals process include:

- May 25, 2021: official release of Draft RHNA Allocations.
- July 9, 2021: deadline for a jurisdiction or HCD to submit an appeal of a jurisdiction's Draft Allocation.
- August 30, 2021: deadline for comments on appeals submitted.
- September and/or October: ABAG public hearing to consider any appeals filed and comments received.
- October or November 2021: ABAG ratifies written final determination on each appeal and issues Final RHNA Allocations that adjust allocations as a result of any successful appeals.
- November or December 2021: ABAG Executive Board conducts public hearing to adopt Final RHNA Plan.

Given the July 9, 2021 deadline for submitting an appeal of Draft Allocation, staff is seeking direction from the City Council on whether to prepare an appeal of the Draft RHNA Allocation for City Council review prior to July 9, 2021.

2023-2031 RHNA Cycle Appeals

Grounds for Appeal and Supporting Documentation

As with prior housing cycles, Bay Area jurisdictions now have an opportunity to appeal their assigned RHNA within 45 days following ABAG's release of the final RHNA Methodology and draft RHNA allocations. Unlike prior housing cycles, jurisdictions may also challenge another jurisdiction's RHNA. The grounds to file an appeal are set forth in State statute Government Code Section 65584.05.

Government Code Section 65584.05 provides that an appeal must:

- be based upon comparable data available for all affected jurisdictions and accepted planning methodology;
- supported by adequate documentation;
- include a statement as to why the revision is necessary to further the intent of the objectives listed in subdivision (d) of Section 65584;2 and,
- be consistent with and not to the detriment to the development pattern in an applicable sustainable communities strategy.

There are three (3) grounds for appeal:

A. 65584.05(b)(1): The council of governments failed to adequately consider the

information submitted pursuant to subdivision (b) of section 65584.04.

B. 65584.05(b)(2): The council of governments or delegate subregion, as applicable, failed to determine the share of the regional housing need in accordance with the information described in, and the methodology established pursuant to, Section 65584.04, and in a manner that furthers, and does not undermine, the intent of the objectives listed in subdivision (d) of section 65584.

C. 65584.05(b)(3): A significant and unforeseen change in circumstances has occurred in the local jurisdiction or jurisdictions that merits a revision of the information submitted pursuant to subdivision (e) of Section 65584.04. Appeals on this basis shall only be made by the jurisdiction or jurisdictions where the change in circumstances has occurred.

Appeal Hearing Procedures

The appeal hearings have the following six (6) procedural steps:

1. Initial Arguments: Applicants who have filed an appeal for a particular jurisdiction will have an opportunity to present their request and reasons to grant the appeal.
2. Staff Response: After initial arguments are presented, ABAG-MTC staff will present their recommendation to approve or deny the appeal(s) filed for the subject jurisdiction.
3. Rebuttal: Applicants and the jurisdiction who did not file an appeal but is the subject of the appeal may elect to provide a rebuttal but are limited to the arguments and evidence presented in the staff response.
4. Extension of Time Allotment: The Chair of the Administrative Committee may elect to grant additional time for any presentation, staff response, or rebuttal in the interest of due process and equity.
5. Public Comment: Members of the public will have an opportunity to comment on the arguments presented related to the appeal(s) for the subject jurisdiction under consideration.
6. Administrative Committee Discussion and Determination: After arguments and rebuttals are presented, the Administrative Committee may ask questions of applicants, the subject jurisdiction (if present), and ABAG-MTC staff. Any voting Committee member may make a motion regarding the appeal(s) for the subject jurisdiction. The Committee will take a preliminary vote on the appeal(s) for a subject jurisdiction. The Administrative Committee is encouraged to make a single determination on the subject jurisdiction after hearing all arguments and presentations on each subject jurisdiction.

Success of RHNA appeals

Staff researched the history of RHNA appeals made to ABAG, San Diego Association of Governments (SANDAG) and Southern California Association of Governments (SCAG) and found that historically, most RHNA appeals have been unsuccessful.

ABAG: During the last housing cycle (RHNA 5), ABAG processed 14 appeals, granting only three (3).

SCAG: 52 appeals have been filed with respect to 49 jurisdictions in SCAG regarding their Cycle 6 draft allocations. To date, SCAG has heard 8 appeals. Two (2) jurisdictions withdrew their appeals and of the 47 remaining appeals, the RHNA Appeals Board recommended granting partial reduction in RHNA allocations to only two (2) jurisdictions, County of Riverside and City of Pico Rivera.

The County of Riverside's appeal was granted for a 215-unit reduction because the County demonstrated that a mapping error attributed more land to the County than exists within its borders. The City of Pico Rivera was granted 2,917-unit reduction due to very high risk of flooding from Whittier Narrows dam.

SANDAG: Four (4) jurisdictions, including Solana Beach, Imperial Beach, Coronado and Lemon Grove filed appeals, and all of them were dismissed. These Cities later filed for a lawsuit against SANDAG which has been dismissed.

21 Elements Poll

A preliminary poll taken by 21 Elements indicates that of the 20 cities in the county (including San Mateo County and excluding Foster City), 40% indicated they are likely not to appeal, 25% indicated that they are definitely not appealing, 15% indicated they are unsure and 20% did not respond.

Foster City's Appeal for Draft RHNA Allocation

The City in its letter to ABAG on November 10, 2020, noted that the draft RHNA 6 allocation based on Option 8A is infeasible for Foster City because of the following factors:

- Lack of vacant land;
- Limitations regarding the sites that can be used for future growth;
- Limited weight given to Access to Transit under option 8A;
- Infrastructure such as water, sewer, streets, school capacity;
- Resiliency planning; and
- Foster City's track record.

However, based on the above-referenced appeal criteria and given HCD's and ABAG's Executive Board's endorsement of the final RHNA methodology and Draft Allocation, staff is concerned that an appeal that focuses on non-technical, or policy related grounds will be unsuccessful.

If directed to do so, staff would instead suggest that the following three (3) grounds for an appeal be analyzed for City Council consideration:

1. Methodology Option 8A

i. Access to High Opportunity Areas and factors related to Job Proximity (Auto & Transit)

Option 8A allocates the majority of the units based on the Access to High Opportunity Areas and factors related to Job Proximity (Auto & Transit).

However, Option 8A RHNA Allocation Methodology fails to fulfill the following RHNA statutory objectives and Plan Bay Area 2050 Draft Blueprint purpose, guiding principle, objectives, strategies, and policy as mandated by Senate Bill 375, which includes that the main purpose of the Plan Bay Area 2050 Draft Blueprint, the Bay Area's Sustainable Communities Strategy, to lower GHG emissions from cars and light trucks while accommodating all needed housing growth within the region.

Contrary to the RHNA and Plan Bay Area 2050 objectives, Option 8A will not further GHG reduction goals or protect residents from environmental impacts. Option 8A allocates too many housing units to suburban areas that lack adequate high-quality public transit. Targeting growth in areas such as Foster City that have poor-quality public transit, in which bus routes have average service intervals during peak traffic hours that are so long (30-60 minutes) that make public transit unattractive/inconvenient is impractical. Instead, the RHNA Allocation Methodology should target growth in "Transit Rich Areas". Transit Rich Areas should be areas near a "major transit stop", such as a rail transit station or ferry terminal, or a "high-quality transit corridor", which is a fixed bus route service with average service intervals of no longer than 15 minutes during peak commute hours. Additionally, the Plan Bay Area 2050 Blueprint assumes that a Hovercraft Terminal may become viable in the future making Foster City "transit-rich." However, given the lack of certainty around this future ferry terminal transit project (which could take years to materialize), it is premature to take this into account in the growth projections at this time.

Furthermore, promotion of socioeconomic equity is undermined by the RHNA allocation based on Transit Rich Areas. Potential new residents will have considerably less economic opportunity due to limited transit access. The higher allocation to the City will undermine the intraregional relationships between jobs and housing because transit access is so limited.

ii. Plan Bay Area 2050 as Baseline:

The Methodology relies on Plan Bay Area 2050 as the baseline for regional policy changes and unfunded initiatives – some of which require voter approval, political compromise and infrastructure that has not been funded, approved or built – in order to house the projected

Bay Area population growth in 2050. If the policies and initiatives set forth in PBA 2050 are not implemented within a reasonable timeframe, which seems unlikely given the disruption of the COVID-19 pandemic, the region will fall well short of meeting the projected housing needs and most jurisdictions will fail to meet their RHNA numbers. The City has long argued for a phased approach that recognizes these constraints and stretches jurisdictions to produce achievable housing targets, which can be scaled if the ambitious policies in PBA 2050 come to fruition. Foster City believes that ABAG has incorrectly assigned more housing units to Foster City than warranted in Plan Bay Area 2050.

2. Information about Local Planning Factors and Affirmatively Furthering Fair Housing from the Local Jurisdiction Survey - Availability of Land

i. Non-Vacant Residential Land

The City of Foster City is a 4 square-mile city that is largely built out. Currently, there is no vacant residential land that can accommodate additional opportunities for residential development. This is partly because since 2000, approximately 51 acres of land designated for commercial and/or semi-public use was converted to residential or mixed-use residential. All of the existing residentially zoned land consists of currently developed properties. Therefore, future residential development of these existing residential properties would have to be accommodated by redevelopment at higher densities.

Furthermore, assigning units to physically constrained communities like Foster City would require the removal of existing affordable units (due to their age and/or other characteristics) in order to accommodate additional housing units. In either scenario, these lands would carry a high land cost and any resulting redevelopment would result in housing units that would be far from affordable without significant subsidies.

ii. Non-Vacant Commercial/Industrial Land

Much of the City's existing commercial and industrial land is built out. One of the factors included within the methodology to determine RHNA allocations is based on projected job growth which depends on preserving and/or expanding existing inventory of commercial or industrial land. The significant size of RHNA allocations will force the City to evaluate and re-designate non-residential land for residential development. This effectively limits the City's ability to create jobs, thus reducing the job growth factor projected in the modeling of the RHNA methodology.

iii. HCD's Substantial Evidence Standard

The HCD Sites Inventory Guidebook requires the City to analyze property as either vacant or non-vacant. As noted above, there isn't any vacant land in the City; therefore, the City will need to consider non-vacant land to meet its RHNA. The HCD Guidebook states that when a City plans to accommodate more than 50 percent of the lower-income RHNA on non-vacant land, substantial evidence must be provided proving that the existing uses of the land will be discontinued during the planning period. In the Draft RHNA allocation to the

City, ABAG does not appear to have made an effort to take this factor into consideration to determine if there is sufficient non-vacant land in the City that can satisfy the substantial evidence standard in order to meet its RHNA. As part of its Housing Element Update, the City will conduct a sites inventory assessment and will list sites that are practicable, but in order to meet its RHNA, the City will need at least 58 – 68 acres of land, assuming a density of 30 or 35 units per acre to meet the projected 1,896 units. That means property owners of at least 58 to 68 acres of commercial/industrial land in the City must conclude that a conversion of some, or all, of their land to a residential use is more advantageous than their existing non-residential use. Before assigning the City its Draft RHNA, ABAG should have included a reasonable level of analysis, or at least made direct inquiries regarding the availability of land upon which the City (and other cities in a similar situation) would be able to plan for its future RHNA.

3. Changed Circumstances – Significant Cutbacks in Water Supply

The Bay Area Water Supply & Conservation Agency (BAWSCA) provides regional water reliability planning and conservation programming for its 26 member agencies, including EMID, that purchase wholesale water supplies from San Francisco Public Utilities Commission (SFPUC). As a wholesale customer of SFPUC, EMID purchases 100% of its potable water supply from the San Francisco Regional Water System (RWS). In December 2018, the State Water Resources Control Board (SWRCB) adopted the Bay-Delta Plan Amendment, which addresses the goal to increase salmon populations and requires 30-50% of unimpaired flow be released every year from the three San Joaquin River Tributaries from February to June. SFPUC modeling of the new flow standard on the Lower Tuolumne River assumed 40% of unimpaired flow. The SWRCB has stated it intends to implement the Bay Delta Plan Amendment on Tuolumne River by 2022.

The SFPUC announced in January 2021 that their UWMP will assume implementation of the Bay Delta Plan Amendments in 2022. The projected water shortage will result in significant drought cutbacks of nearly 50% in multiple dry years to EMID/Foster City. Foster City is working on its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) to account for this change and how to best address this acute shortage. Table 1 below includes the cutbacks for a single and multiple dry year.

Table 1: RWS Wholesale Supply Availability During Normal and Dry Years for Base Years 2025 through 2045 (Responds to DWR Table 7-1)

| Base Year | Normal Year | Single Dry Year | Multiple Dry Years | | | | |
|--|-------------|-----------------|--------------------|--------|--------|--------|--------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 2025 | 100% | 64% | 64% | 55% | 55% | 55% | 55% |
| 2030 | 100% | 64% | 64% | 55% | 55% | 55% | 55% |
| 2035 | 100% | 64% | 64% | 54% | 54% | 54% | 50% |
| 2040 | 100% | 63% | 63% | 54% | 54% | 48% | 48% |
| 2045 | 100% | 54% | 54% | 54% | 54% | 46% | 46% |
| <p>NOTES:</p> <p>(a) Normal-year water supply availability is presented in terms of percentage of EMID's ISG (5.9 MGD).</p> <p>(b) Dry-year water supply availability is presented in terms of percentage of projected RWS demands for each base year (Table 45) consistent the revised BAWSCA Drought Methodology that assumes equal percent cutbacks across all Wholesale Agencies.</p> <p>(c) Results reflect scenario with Bay-Delta Plan Amendment implemented in 2023 and the use projected RWS purchases.</p> | | | | | | | |

Policy Implications

Based on the background information presented, staff requests that the City Council consider the anticipated benefits/chance for success in challenging the Draft RHNA Allocation versus the resource costs and required implications associated with an appeal. Staff has already begun working on the Housing Element and other City Council-directed policy initiatives. Staff and the City Attorney's office would be responsible for the preparation of the appeal letter to ABAG. If filed, staff and the City Attorney would be required to attend hearing meetings and to respond to any appeal filed by another jurisdiction challenging Foster City's Draft RHNA Allocation.

As noted in this report, most RHNA appeals filed to date have been unsuccessful. Even if the City were to appeal and be successful in its efforts, staff does not anticipate the results would have a significant impact to the ultimate number of housing units the City needs to plan for or alter the City's approach to the Housing Element. Foster City did receive a nominal reduction in RHNA allocation from 2,028 units to 1,896 units during the RHNA development process and further reduction most likely would be unsuccessful.

CITY COUNCIL VALUE/PRIORITY AREA

This action /initiative under the "Smart Planning, Development, and the Local Economy" Value/Priority Area. One of the key projects and initiatives identified under Smart Planning, Development, and the Local Economy was to ensure that RHNA allocation is representative of historical efforts and land use constraints while establishing a Housing Element that maintains land use control and preserves community character.

FISCAL IMPACT

Although it is challenging to quantify the exact number of staff hours that would be spent on the RHNA Appeal process, staff estimates 30-50 hours of staff and City Attorney's time that would need to be expended from General Plan Maintenance Fund.

Attachment:

- Attachment 1 - 2023-2031 RHNA Cycle Appeals Procedures

Note 1: Government Code section 65584.04(e) lists a number of factors that ABAG is required to consider in developing the RHNA methodology. The list includes: existing and projected jobs-housing balance; capacity of sewer or water service; availability of suitable sites; lands designated as open space; agreements between a city and a county directing growth to certain areas; existing level of rent-burdened households; rate of overcrowding; housing needs of a neighboring university; housing needs of individuals and families experiencing homelessness; etc. The statute is available here: https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65584.04.&lawCode=GOV.



2023-2031 RHNA Cycle Appeals Procedures

Pursuant to [Government Code Section 65584.05](#), any local jurisdiction within the ABAG region may file an appeal to modify its Draft Regional Housing Needs Allocation (RHNA) Allocation or another jurisdiction's Draft RHNA Allocation included as part of ABAG's Draft RHNA Plan. The California Department of Housing and Community Development (HCD) may also file an appeal to the Draft RHNA Allocation for one or more jurisdictions. No appeal shall be allowed relating to post-appeal reallocation adjustments made by ABAG, as further described in Section I.I, below. For the purposes of these procedures, the entity filing an appeal is referred to as an "applicant."

Note: This document contains a description of the appeals procedures, which are designed to comply with applicable provisions of the Government Code. Applicants are encouraged to review the full content of relevant code sections. In any apparent conflict between these procedures and the Code, the Code provisions will prevail.

I. APPEALS PROCESS

A. DEADLINE TO FILE

The period to file appeals shall commence on May 25, 2021, which shall be deemed as the date of receipt by jurisdictions and HCD of the Draft RHNA Plan. To comply with Government Code Section 65584.05(b), a jurisdiction or HCD seeking to appeal a Draft RHNA Allocation must submit an appeal by 5:00 p.m. PST on July 9, 2021. ABAG will not accept late appeals.

B. FORM OF APPEAL

The local jurisdiction or HCD shall state the basis and specific reasons for its appeal on the [RHNA Appeal Request Form](#) prepared by ABAG (see Attachment A for an example of the information to be included in the form). Additional documents may be submitted by the local jurisdiction as attachments, and all such attachments should be properly labeled and numbered.

C. BASES FOR APPEAL

Per Government Code Section 65584.05, a local jurisdiction or HCD shall only be entitled to file an appeal based upon the three criteria listed below. Appeals based on "change of circumstance" can only be filed by the jurisdiction or jurisdictions where the change in circumstance occurred.

Pursuant to Government Code Section 65584.05, appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology, and supported by adequate documentation, and shall include a statement as to why the revision is necessary to further the intent of the objectives listed in Government Code Section 65584(d). An appeal shall be consistent with, and not to the detriment of, [the development](#)

[pattern in the sustainable communities strategy \(Plan Bay Area 2050 Final Blueprint\)](#).

Applicants should ensure that their appeal satisfies the criteria in the applicable Government Code section.

Appeals may be brought on one of the following three grounds:

1. Information about Local Planning Factors and Affirmatively Furthering Fair Housing from the Local Jurisdiction Survey – That ABAG failed to consider information submitted relating to certain local factors outlined in [Government Code Section 65584.04\(e\)](#) and affirmatively furthering fair housing pursuant to Government Code Section 65584.04(b)(2) and [65584\(d\)\(5\)](#) including the following:
 - a. Each jurisdiction’s existing and projected jobs and housing relationship.
 - b. The opportunities and constraints to development of additional housing in each jurisdiction, including the following:
 - i. Lack of capacity for sewer or water service due to federal or state laws, regulations or regulatory actions, or supply and distribution decisions made by a sewer or water service provider other than the local jurisdiction that preclude the jurisdiction from providing necessary infrastructure for additional development during the planning period.
 - ii. The availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities. ABAG may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions. The determination of available land suitable for urban development may exclude lands where the Federal Emergency Management Agency (FEMA) or the Department of Water Resources has determined that the flood management infrastructure designed to protect that land is not adequate to avoid the risk of flooding.
 - iii. Lands preserved or protected from urban development under existing federal or state programs, or both, designed to protect open space, farmland, environmental habitats, and natural resources on a long-term basis, including land zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts conversion to non-agricultural uses.

- iv. County policies to preserve prime agricultural land, as defined pursuant to Government Code Section 56064, within an unincorporated area and land within an unincorporated area zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts its conversion to non-agricultural uses.
- c. The distribution of household growth assumed for purposes of a comparable period of regional transportation plans and opportunities to maximize the use of public transportation and existing transportation infrastructure.
- d. Agreements between a county and cities in a county to direct growth toward incorporated areas of the county and land within an unincorporated area zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of the jurisdiction that prohibits or restricts conversion to nonagricultural uses.
- e. The loss of units contained in assisted housing developments, as defined in Government Code Section 65583(a)(9), that changed to non-low-income use through mortgage prepayment, subsidy contract expirations, or termination of use restrictions.
- f. The percentage of existing households at each of the income levels listed in Government Code Section 65584(e) that are paying more than 30 percent and more than 50 percent of their income in rent.
- g. The rate of overcrowding.
- h. The housing needs of farmworkers.
- i. The housing needs generated by the presence of a private university or a campus of the California State University or the University of California within any member jurisdiction.
- j. The housing needs of individuals and families experiencing homelessness.
- k. The loss of units during a state of emergency that was declared by the Governor pursuant to the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), during the planning period immediately preceding the relevant revision pursuant to Section 65588 that have yet to be rebuilt or replaced at the time of the analysis. For purposes of these guidelines, this applies to loss of units during a state of emergency occurring since January

31, 2015 and have not yet been rebuilt or replaced by February 5, 2020 (the deadline for jurisdictions to submit surveys to ABAG).

- I. The region's greenhouse gas emissions targets provided by the State Air Resources Board pursuant to Section 65080, to be met by Plan Bay Area 2050.
 - m. Information based upon the issues, strategies, and actions that are included, as available in an Analysis of Impediments to Fair Housing Choice or an Assessment of Fair Housing completed by any city or county or the California Department of Housing and Community Development, and in housing elements.
2. Methodology – That ABAG failed to determine the jurisdiction's share of the regional housing needs in accordance with the information described in the Final RHNA Methodology approved by ABAG on May 20, 2021, and in a manner that furthers, and does not undermine the five objectives listed in Government Code Section 65584(d).
3. Changed Circumstances – That a significant and unforeseen change in circumstance has occurred in the jurisdiction after February 5, 2020 (the deadline for jurisdictions to submit surveys to ABAG) and merits a revision of the information previously submitted by the local jurisdiction. Appeals on this basis shall only be made by the jurisdiction or jurisdictions where the change in circumstances has occurred.

D. LIMITS ON SCOPE OF APPEAL

Existing law explicitly limits ABAG's scope of review of appeals. Specifically, ABAG shall not grant any appeal based upon the following:

1. Any other criteria other than the criteria in Section I.C above.
2. A local jurisdiction's existing zoning ordinances and land use restrictions, including but not limited to, the contents of the local jurisdiction's current general plan. Pursuant to Government Code Section 65584.04(e)(2)(B), ABAG may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.
3. Any local ordinance, policy, voter-approved measure or standard limiting residential development. Pursuant to Government Code Section 65584.04(g)(1), any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits shall not be a justification for a determination or a reduction in a city's or county's share of regional housing need.
4. Prior underproduction of housing in a jurisdiction from the previous regional housing need allocation. Pursuant to Government Code Section 65584.04(q)(2), prior

underproduction of housing in a jurisdiction from the previous housing need allocation, as determined by each jurisdiction's annual production report submitted pursuant to Government Code Section 65400(a)(2)(H) cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

5. Stable population numbers in a jurisdiction. Pursuant to Government Code Section 65584.04(g)(3), stable population growth from the previous regional housing needs cycle cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

E. COMMENTS ON APPEALS

At the close of the appeals period as set forth in I.A., ABAG shall notify all jurisdictions within the region and HCD of all appeals and shall make all materials submitted in support of each appeal available on its website after the close of the appeals filing period. Members of the public who are interested in receiving notification about appeals submitted can sign up on the ABAG website. ABAG will accept comments on submitted appeals from jurisdictions, HCD, and members of the public for 45 days following the end of the appeals filing period. All comments must be filed by 5:00 p.m. PST on August 30, 2021. ABAG will not accept late comments. Members of the public who are interested in receiving notification about comments received can sign up on the ABAG website. ABAG will notify jurisdictions, HCD, and members of the public who have signed up on the ABAG website about comments received following the end of the comment period.

F. HEARING BODY

The ABAG Executive Board has delegated the responsibility of considering appeals regarding Draft RHNA Allocations to the ABAG Administrative Committee. All decisions on RHNA appeals made by the Administrative Committee are considered final and will not be reviewed by the ABAG Executive Board.

G. APPEAL HEARING

ABAG shall conduct one public hearing to consider all appeals filed and comments received on the appeals no later than September 26, 2021. This public hearing may be continued (over several days if necessary) until all appeals are heard. Notice shall be provided to the appealing jurisdictions, commenting jurisdictions, HCD, and members of the public who have signed up on the ABAG website at least 21 days in advance of the hearing. Consistent with the requirements of the Brown Act, members of the public may submit written comments in advance of the meeting or provide oral comments at the meeting. Per Government Code Section 65584.05(i), ABAG may extend the deadline to conduct the appeals hearing by up to thirty (30) days.

Each appeal shall be heard individually before the Administrative Committee and a preliminary decision on the appeal may be reached by the Committee. At the conclusion of all the individual appeals, the Administrative Committee will take a final vote determining the outcome for each appeal application. In the event an individual appeal involves a

Committee member's or alternate's respective jurisdiction, the member or alternate may not participate in the discussion of or vote on that individual item by the Administrative Committee. If the Committee decides to take one final vote ratifying prior preliminary decisions, a Committee member may participate in that vote and note for the record their abstention from the portion of the decision relating to their jurisdiction.

Due to the ongoing COVID-19 pandemic, RHNA appeals hearings may be conducted via teleconference per the Governor's executive orders or any amendments to the Brown Act. ABAG-MTC staff will apprise the public of any updates to meeting procedures and will include information relevant to public participation in the public noticing of the appeal hearings.

Appeal Hearing Procedures

The hearing shall be conducted to provide applicants and jurisdictions that did not file appeals but are the subject of an appeal with the opportunity to make their case regarding a change in their Draft RHNA Allocation or another jurisdiction's Draft RHNA Allocation. The burden is on the applicants to prove that adjustment of the Allocation is appropriate under the statutory standards set forth in the Government Code. The appeals hearing will be organized by the specific jurisdiction subject to an appeal or appeals and will adhere to the following procedures:

1. Initial Arguments

Applicants who have filed an appeal for a particular jurisdiction will have an opportunity to present their request and reasons to grant the appeal. The information and arguments presented by the applicant shall be limited to what was presented in the written appeal filed by the applicant. In the event of multiple appeals filed for a single jurisdiction, the subject jurisdiction will present their argument first if it has filed an appeal on its own Draft RHNA Allocation. Applicants may present their cases either on their own, or in coordination with other applicants, but each applicant shall be allotted five (5) minutes each. If the subject jurisdiction did not file an appeal on its own Draft RHNA Allocation, it will be given an opportunity to present after all applicants have provided initial arguments on their filed appeals. Any presentation from the jurisdiction who did not appeal but is the subject of the appeal is limited to five (5) minutes unless it is responding to more than one appeal, in which case the jurisdiction is limited to eight (8) minutes.

An appealing jurisdiction may choose to have technical staff present its case at the hearing. At a minimum, technical staff should be available at the hearing to answer any questions from the Administrative Committee.

2. Staff Response

After initial arguments are presented, ABAG-MTC staff will present their recommendation to approve or deny the appeal(s) filed for the subject jurisdiction. The staff response is limited to five (5) minutes.

3. Rebuttal

Applicants and the jurisdiction who did not file an appeal but is the subject of the appeal may elect to provide a rebuttal but are limited to the arguments and evidence presented in the staff response. Each applicant and the subject jurisdiction that did not file an appeal on its own Draft RHNA Allocation will be allotted three (3) minutes each for a rebuttal.

4. Extension of Time Allotment

The Chair of the Administrative Committee may elect to grant additional time for any presentation, staff response, or rebuttal in the interest of due process and equity.

5. Public Comment

Members of the public will have an opportunity to comment on the arguments presented related to the appeal(s) for the subject jurisdiction under consideration. Each speaker will be allotted two (2) minutes to speak, or as adjusted at the discretion of the Chair.

6. Administrative Committee Discussion and Determination

After arguments and rebuttals are presented, the Administrative Committee may ask questions of applicants, the subject jurisdiction (if present), and ABAG-MTC staff. The Chair of the Administrative Committee may request that questions from the Administrative Committee be asked prior to a discussion among Administrative Committee members. Any voting Committee member may make a motion regarding the appeal(s) for the subject jurisdiction. The Committee will take a preliminary vote on the appeal(s) for a subject jurisdiction. The Administrative Committee is encouraged to make a single determination on the subject jurisdiction after hearing all arguments and presentations on each subject jurisdiction.

The Administrative Committee shall generally administer appeal hearings according to these procedures. However, the Chair of the Committee has the discretion to adjust the procedures as deemed necessary and formal rules of evidence and procedure do not apply. Further, any alleged failure to adhere to these procedures shall not be grounds for overturning a decision.

H. DATA REQUIREMENTS

Pursuant to Government Code Section 65584.05, appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology and supported by adequate documentation. To the extent a local jurisdiction submits evidentiary documentation to ABAG in support of its appeal, such data shall meet the following requirements:

1. The data shall be readily available for ABAG's review and verification. Data should not be constrained for use by proprietary conditions or other conditions rendering them difficult to obtain or process.

2. The data shall be accurate, current, and reasonably free from defect.
3. The data shall be relevant and germane to the local jurisdiction's basis of appeal.
4. The data shall be used to support a logical analysis relating to the local jurisdiction's request for a change to its or another jurisdiction's Draft RHNA Allocation.

I. DETERMINATION OF APPEAL AND POST-APPEAL REALLOCATION OF REGIONAL HOUSING NEEDS

The Administrative Committee shall issue a written final determination on all filed appeals after the conclusion of the public hearing. The written final determination shall consider arguments and comments presented on revising the Draft RHNA Allocation of the subject jurisdiction and make a determination that either accepts, rejects, or modifies the appeal for each subject jurisdiction. Per Government Code Section 65584.05(e)(1), the Administrative Committee has the discretion in its final determination on an appeal to require the adjustment of the allocation of a local jurisdiction that is not the subject of an appeal, if the adjustment(s) are supported by evidence and the Administrative Committee makes specific findings in its determination on the appeal.

The final determinations shall be based upon the information and methodology set forth in Government Code Section 65584.04 and whether the revision is necessary to further the objectives listed in Government Code Section 65584(d). The final determination shall include written findings as to how the determination is consistent with Government Code Section 65584.05. The final determinations for all appeals will be ratified by the Administrative Committee following release of the written final determinations on all filed appeals. The decision of the Administrative Committee shall be final, and local jurisdictions shall have no further right to appeal.

In accordance with Government Code Section 65584.05(g), after the conclusion of the appeals process, ABAG shall distribute the adjustments proportionally to all Bay Area jurisdictions, including those jurisdictions whose Draft RHNA Allocation was successfully appealed. For purposes of these procedures, proportional distribution shall be based on the share of regional housing needs after the appeals are determined and prior to the required redistribution. The redistribution of units successfully appealed could result in increases to the Draft RHNA Allocations for all jurisdictions.

If, consistent with Government Code Section 65584.05(e)(1), the Administrative Committee's final determination included adjustments to the allocations of a jurisdiction or jurisdictions that were not the subject of an appeal, these adjustments may be excluded from the cumulative total adjustments to be reallocated proportionally to all jurisdictions in the region.

J. FINAL RHNA PLAN

After ABAG reallocates units to all local jurisdictions resulting from successful appeals, the ABAG Executive Board shall review and consider adoption of the Final RHNA Plan for ABAG's 2023-2031 RHNA. This is scheduled to occur in either November or December 2021.

List of Attachments

- Attachment A: RHNA Appeal Request Form

**2023-2031 Regional Housing Needs Assessment (RHNA) Appeal Request**

Submit appeal requests and supporting documentation to rhna@bayareametro.gov by
5:00 pm PST on July 9, 2021. **Late submissions will not be accepted.**

Jurisdiction Whose Allocation is Being Appealed: _____ Date: _____

APPEAL AUTHORIZED BY:

Filing Party: _____ Name: _____
(Jurisdiction or HCD)

PLEASE SELECT BELOW:

Contact Name: _____ ☐ Mayor
Title: _____ ☐ Chair, County Board of Supervisors
☐ City Manager
Phone: _____ ☐ Chief Administrative Officer
Email: _____ ☐ Other: _____

IDENTIFY ONE OR MORE BASES FOR APPEAL [Government Code Section 65584.5(b)]

- ☐ ABAG failed to adequately consider information submitted in the Local Jurisdiction Survey regarding RHNA Factors (Government Code Section 65584.04(e)) and Affirmatively Furthering Fair Housing (See Government Code Section 65584.04(b)(2) and 65584(d)(5)):
- ☐ Existing and projected jobs and housing relationship.
- ☐ Sewer or water infrastructure constraints for additional development due to laws, regulatory actions, or decisions made by a provider other than the local jurisdiction.
- ☐ Availability of land suitable for urban development or for conversion to residential use.
- ☐ Lands protected from urban development under existing federal or state programs.
- ☐ County policies to preserve prime agricultural land.
- ☐ Distribution of household growth assumed for Plan Bay Area 2050.
- ☐ County-city agreements to direct growth toward incorporated areas of county.
- ☐ Loss of units contained in assisted housing developments.
- ☐ Households paying more than 30% or 50% of their income in rent.
- ☐ The rate of overcrowding.
- ☐ Housing needs of farmworkers.
- ☐ Housing needs generated by the presence of a university campus within a jurisdiction.
- ☐ Housing needs of individuals and families experiencing homelessness.
- ☐ Loss of units during a declared state of emergency from January 31, 2015 to February 5, 2020.
- ☐ The region's greenhouse gas emissions targets to be met by Plan Bay Area 2050. ☐ Affirmatively furthering fair housing.

- ☐ ABAG failed to determine the jurisdiction's Draft RHNA Allocation in accordance with the Final RHNA Methodology and in a manner that furthers, and does not undermine the RHNA Objectives (see Government Code Section 65584(d) for the RHNA Objectives).
- ☐ A significant and unforeseen change in circumstances has occurred in the local jurisdiction or jurisdictions that merits a revision of the information submitted in the Local Jurisdiction Survey (*appeals based on change of circumstance can only be made by the jurisdiction or jurisdictions where the change occurred*).

ABAG 2023-2031 RHNA Appeal Request Form | Page 1

Pursuant to Government Code Section 65584.05, appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology, and supported by adequate documentation, and shall include a statement as to why the revision is necessary to further the intent of the objectives listed in Government Code Section 65584(d). An appeal shall be consistent with, and not to the detriment of, [the development pattern in the sustainable communities strategy \(Plan Bay Area 2050 Final Blueprint\)](#).

Number of units requested to be reduced or added to jurisdiction's Draft RHNA Allocation:

Number of Units Reduced _____ Number of Units Added

Brief description of appeal request and statement on why this revision is necessary to further the intent of the objectives listed in Government Code Section 65584(d) and how the revision is consistent with, and not to the detriment, of the development pattern in Plan Bay Area 2050. Please include supporting documentation for evidence as needed, and attach additional pages if you need more room.

SAMPLE

List of supporting documentation, by title and number of pages

(Numbers may be continued to accommodate additional supporting documentation):

1. _____
—
2. _____
—
3. _____

City of Foster City, CA
Accounts Payable Check Register

| Check Date | Check Number | Vendor Name | Description | Check Amount |
|------------|--------------|-------------------------------------|--|--------------|
| 5/13/2021 | 142927 | A PLUS TREE INC | TREE SERVICES | 3,916.92 |
| 5/13/2021 | 142928 | ADVANCED INTEGRATED PEST MANAGEMENT | PEST CONTROL | 560.41 |
| 5/13/2021 | 142929 | ALAN STEEL & SUPPLY COMPANY | METAL SHEETS | 148.16 |
| 5/13/2021 | 142930 | ALANTEC | INSTALLATION ANCHOR RODS | 5,378.00 |
| 5/13/2021 | 142931 | ALL FENCE COMPANY, INC. | DOUBLE GATE REPAIR SERVICES | 1,290.00 |
| 5/13/2021 | 142932 | ALPHA ANALYTICAL LABORATORIES INC. | LAGOON WATER QUALITY TEST | 1,800.00 |
| 5/13/2021 | 142933 | ANIMAL DAMAGE MANAGEMENT, INC. | GROUND SQUIRREL CONTROL | 350.00 |
| 5/13/2021 | 142934 | AT&T | BUSINESS PHONE LINE ACCOUNT | 1,230.02 |
| 5/13/2021 | 142935 | AT&T MOBILITY | CELLULAR SERVICES - POLICE VEHICLE | 567.63 |
| 5/13/2021 | 142936 | B&H PHOTO-VIDEO | VIDEO CONFERENCE CAMERA | 943.04 |
| 5/13/2021 | 142937 | BAYSIDE BUILDING MATERIALS | MISCELLANEOUS SUPPLIES PARKS PROGRAM | 367.13 |
| 5/13/2021 | 142938 | BKF ENGINEERS | CIP637 - ROAD IMPROVEMENT | 426.00 |
| 5/13/2021 | 142939 | CAL-WEST LIGHTING & SIGNAL | STREET LIGHTS REPAIR | 4,981.29 |
| 5/13/2021 | 142940 | CHEMSEARCH | ECOFLOW BIOAMP PROGRAM | 1,847.42 |
| 5/13/2021 | 142941 | CINTAS CORPORATION | UNIFORM/LAUNDRY SERVICES | 617.34 |
| 5/13/2021 | 142942 | CLARK PEST CONTROL | PEST AWAY SERVICE - PARKS | 719.00 |
| 5/13/2021 | 142943 | CONFIDENCE UST SERVICES INC. | UST OPERATOR INSPECTION | 95.00 |
| 5/13/2021 | 142944 | COOPERATIVE PERSONNEL SERVICES | HUMAN RESOURCES TRAINING | 284.00 |
| 5/13/2021 | 142945 | CSG CONSULTANTS INC. | PROFESSIONAL SERVICES - APRIL 2021 | 24,952.50 |
| 5/13/2021 | 142946 | CUSTOM METAL MFG. CO. | GLASS SURROUND FRONT DESK | 87.80 |
| 5/13/2021 | 142947 | CWEA | CWEA RENEWALS | 192.00 |
| 5/13/2021 | 142948 | D & S SALES, INC | MISCELLANEOUS SUPPLIES VEHICLE PROGRAM | 504.81 |
| 5/13/2021 | 142949 | DANIEL JAMES | ENCROACHMENT DEPOSIT REFUND | 859.75 |
| 5/13/2021 | 142950 | DOUG YOUNG | VISION REIMBURSEMENT - DOUG YOUNG | 184.41 |
| 5/13/2021 | 142951 | ERIC DREESMAN | VISION REIMBURSEMENT - ERIC DREESMAN | 200.00 |
| 5/13/2021 | 142952 | EWING IRRIGATION PRODUCTS | MISCELLANEOUS SUPPLIES PARKS PROGRAM | 998.61 |

City of Foster City, CA
Accounts Payable Check Register

| Check Date | Check Number | Vendor Name | Description | Check Amount |
|------------|--------------|----------------------------------|---|--------------|
| 5/13/2021 | 142953 | FORELAND PARTS INC. | AUTO PARTS | 483.36 |
| 5/13/2021 | 142954 | NICHOLS CONSULTING | SB90/STATE MANDATED COST | 3,000.00 |
| 5/13/2021 | 142955 | GAWFCO ENTERPRISES INC | CAR WASH SERVICES | 357.00 |
| 5/13/2021 | 142956 | GENERAL HARDWARE & BLDRS SUPPLY | MISCELLANEOUS SUPPLIES BUILDING PROGRAM | 1,001.34 |
| 5/13/2021 | 142957 | GLEICHER LAW FIRM | LEGAL SERVICES | 14,350.00 |
| 5/13/2021 | 142958 | RUEDI GRAF | INSTRUCTOR FEE - SOCCER | 277.20 |
| 5/13/2021 | 142959 | GRANITE ROCK COMPANY | MISCELLANEOUS SUPPLIES WATER PROGRAM | 4,249.29 |
| 5/13/2021 | 142960 | HIP HOUSING AFFORDABLE VENTURES | PLUMBING REPAIR SERVICES | 350.00 |
| 5/13/2021 | 142961 | HOME DEPOT CREDIT SERVICES | MISCELLANEOUS SUPPLIES PARKS PROGRAM | 2,526.12 |
| 5/13/2021 | 142962 | IEDA | LABOR SERVICES - MAY 2021 | 2,088.01 |
| 5/13/2021 | 142963 | INFOSEND INC. | ONLINE UTILITY BILLING | 2,184.54 |
| 5/13/2021 | 142964 | INTERSTATE TRAFFIC CONTROL | MISCELLANEOUS SUPPLIES STREET PROGRAM | 376.91 |
| 5/13/2021 | 142965 | JAMES GERANIOS | VISION REIMBURSEMENT - JAMES GERANIOS | 95.00 |
| 5/13/2021 | 142966 | JENNIFER PHAN | EMPLOYEE REIMBURSEMENT - JENNIFER PHAN | 165.00 |
| 5/13/2021 | 142967 | JULIO'S CLEANING AND MAINTENANCE | JANITORIAL SERVICE - MAY 2021 | 24,357.00 |
| 5/13/2021 | 142968 | KAISER FOUNDATION HEALTH PLAN | OCCUPATIONAL HEALTH SERVICES | 295.00 |
| 5/13/2021 | 142969 | KELA, AJAY | ENCROACHMENT DEPOSIT REFUND | 953.25 |
| 5/13/2021 | 142970 | LDVALI, LLC | INSTRUCTOR FEE - LINE DANCE | 792.00 |
| 5/13/2021 | 142971 | LYNGSO GARDEN MATERIALS, INC. | LANDSCAPE MATERIALS | 725.42 |
| 5/13/2021 | 142972 | MARCEL STEVENSON | POST TRAINING - MARCEL STEVENSON | 40.00 |
| 5/13/2021 | 142973 | MCLELLAN INDUSTRIES INC | MISCELLANEOUS SUPPLIES VEHICLE PROGRAM | 300.71 |
| 5/13/2021 | 142974 | MCMASTER-CARR | MISCELLANEOUS SUPPLIES WATER PROGRAM | 207.84 |
| 5/13/2021 | 142975 | METRO LIGHTING DBA WESCHEM | LIGHTING SUPPLIES | 1,286.42 |
| 5/13/2021 | 142976 | MIRACLE PLAYSYSTEMS, INC. | MISCELLANEOUS SUPPLIES PARKS PROGRAM | 845.25 |
| 5/13/2021 | 142977 | MISSION CLOUD SERVICES, INC | CALOPPS SUPPORT SERVICES | 3,520.87 |
| 5/13/2021 | 142978 | MISSION LINEN SUPPLY-UNIFORM | LAUNDRY SERVICES | 368.78 |

City of Foster City, CA
Accounts Payable Check Register

| Check Date | Check Number | Vendor Name | Description | Check Amount |
|------------|--------------|--|---|--------------|
| 5/13/2021 | 142979 | MUNICIPAL MAINTENANCE EQUIP INC. | MISCELLANEOUS SUPPLIES SEWER PROGRAM | 690.91 |
| 5/13/2021 | 142980 | AVENU MUNISERVICES | SUTA SERVICES | 820.55 |
| 5/13/2021 | 142981 | AARON NAGAMINE | SYNTHETIC TURF REBATE | 1,560.00 |
| 5/13/2021 | 142982 | NAVIA BENEFIT SOLUTIONS, INC. | PARTICIPANT FEE - APRIL 2021 | 90.00 |
| 5/13/2021 | 142983 | NBC SUPPLY CORP | NITRILE GLOVES | 196.65 |
| 5/13/2021 | 142984 | OFFICE DEPOT | OFFICE SUPPLIES | 109.60 |
| 5/13/2021 | 142985 | OGAWA-MUNE INC | PLANT MATERIALS | 758.30 |
| 5/13/2021 | 142986 | OTIS ELEVATOR COMPANY | ELEVATOR MAINTENANCE SERVICES | 5,170.85 |
| 5/13/2021 | 142987 | PACIFIC GAS & ELECTRIC COMPANY | ELECTRICITY AND GAS | 4,483.67 |
| 5/13/2021 | 142988 | PACIFIC OFFICE AUTOMATION, INC | COPIER USAGE CHARGES | 515.14 |
| 5/13/2021 | 142989 | PRECAST PAVERS | PAVER REPAIR SERVICES | 6,500.00 |
| 5/13/2021 | 142990 | PENINSULA POWER WASH | PRESSURE WASHING SERVICES | 1,575.00 |
| 5/13/2021 | 142991 | PENINSULA UNIFORMS & EQUIPMENT, INC. | SAFETY SUPPLIES | 1,120.56 |
| 5/13/2021 | 142992 | PERS LONG-TERM CARE PROGRAM | PERS LONG TERM CARE INSURANCE | 88.68 |
| 5/13/2021 | 142993 | PITNEY BOWES INC. | SUPPLIES FOR MAIL MACHINE | 72.67 |
| 5/13/2021 | 142994 | PLAN JPA | GENERAL LIABILITY - MARCH 2021 | 632.35 |
| 5/13/2021 | 142995 | KLAVDYA PREPELITSKY | SYNTHETIC TURF REBATE | 2,040.00 |
| 5/13/2021 | 142996 | PRIORITY 1 | VEHICLE REPAIR SERVICES | 15,111.73 |
| 5/13/2021 | 142997 | PRUDENTIAL OVERALL SUPPLY | TOWEL/UNIFORM LAUNDRY SERVICES | 149.56 |
| 5/13/2021 | 142998 | R&B A CORE & MAIN COMPANY | IRRIGATION SUPPLIES | 2,097.68 |
| 5/13/2021 | 142999 | REGIONAL GOVERNMENT SERVICES (RGS) | PROFESSIONAL SERVICES - MARCH 2021 | 19,080.00 |
| 5/13/2021 | 143000 | SAN MATEO CO CONTROLLER'S OFFICE | SHARED PARKING PENALTY REVENUE | 198.00 |
| 5/13/2021 | 143001 | SAN MATEO CO HEALTH DEPT | PORTABLE WATER LAB TEST | 2,150.00 |
| 5/13/2021 | 143002 | SAN MATEO CONSOLIDATED FIRE DEPARTMENT | FIRE PERMIT/PLAN CHECK FEE - APRIL 2021 | 8,168.00 |
| 5/13/2021 | 143003 | SAN MATEO COUNTY FORENSIC LAB | CRIME LAB FEES | 2,418.00 |
| 5/13/2021 | 143004 | SCHAAF & WHEELER CONSULTING | PROFESSIONAL SERVICES - MARCH 2021 | 191,207.80 |

City of Foster City, CA
Accounts Payable Check Register

| Check Date | Check Number | Vendor Name | Description | Check Amount |
|------------|--------------|-------------------------------------|------------------------------------|--------------------|
| 5/13/2021 | 143005 | SERVICEMASTER BLDG MAINTENANCE | JANITORIAL SERVICES | 2,980.00 |
| 5/13/2021 | 143006 | SHIMMICK CONSTRUCTION COMPANY | CIP657 - LEVEE IMPROVEMENT | 5,347,361.14 |
| 5/13/2021 | 143007 | SMCO SHERIFF'S OFFICE | POST TRAINING - MARCEL STEVENSON | 125.00 |
| 5/13/2021 | 143008 | SPEEDPRO IMAGING OF S.F. PENINSULA | PARK REGULATION SIGNS | 1,802.75 |
| 5/13/2021 | 143009 | EMPLOYMENT DEVELOPMENT DEPARTMENT | UNEMPLOYMENT TAX | 7,607.37 |
| 5/13/2021 | 143010 | STATE WATER RESOURCES CONTROL BOARD | SWRCB RENEWAL - VICTOR SANDOVAL | 70.00 |
| 5/13/2021 | 143011 | T.H.E. OFFICE CITY | OFFICE SUPPLIES | 241.42 |
| 5/13/2021 | 143012 | T-MOBILE | MONTHLY CELLULAR SERVICES | 3,100.31 |
| 5/13/2021 | 143013 | TANNER PACIFIC INC | PROFESSIONAL SERVICES - APRIL 2021 | 173,790.78 |
| 5/13/2021 | 143014 | TARGET SPECIALTY PRODUCTS | AGRICULTURAL SUPPLIES | 220.55 |
| 5/13/2021 | 143015 | KAREN M TESKE | INSTRUCTOR FEE - ZUMBA | 308.00 |
| 5/13/2021 | 143016 | THE CITIES GROUP | DENTAL INSURANCE - MAY 2021 | 4,272.54 |
| 5/13/2021 | 143017 | THE HOME DEPOT PRO | JANITORIAL SUPPLIES | 1,833.83 |
| 5/13/2021 | 143018 | THERMAL MECHANICAL INC. | HVAC REPAIRS AND MAINTENANCE | 7,793.38 |
| 5/13/2021 | 143019 | TRIFORMIS CORPORATION | COMPOST BIN INCENTIVE PROGRAM | 34.00 |
| 5/13/2021 | 143020 | TURBO DATA SYSTEM, INC. | CITATION PROCESSING - APRIL 2021 | 36.84 |
| 5/13/2021 | 143021 | URBAN INSIGHT, INC. | CALOPPS TECHNOLOGY SERVICES | 4,000.00 |
| 5/13/2021 | 143022 | VCLOUD TECH INC. | VMWARE SUBSCRIPTION | 8,068.21 |
| 5/13/2021 | 143023 | VERITIV OPERATING COMPANY | JANITORIAL SUPPLIES | 2,247.10 |
| 5/13/2021 | 143024 | VISION SERVICE PLAN - (CA) | VISION INSURANCE - MAY 2021 | 765.02 |
| 5/13/2021 | 143025 | WE GO LOGO | 50TH ANNIVERSARY EVENT SUPPLIES | 2,810.58 |
| 5/13/2021 | 143026 | NWN CORPORATION | HP LASERJET TONERS | 1,144.00 |
| 5/13/2021 | 143027 | WHEEL WORKS | TIRES SERVICE | 70.00 |
| 5/13/2021 | 143028 | WILSON YEH | VISION REIMBURSEMENT - WILSON YEH | 200.00 |
| 5/13/2021 | 143029 | ZHIQUN LIU | SOLAR REBATE | 1,000.00 |
| | | | | <hr/> 5,957,586.07 |

Prepared Date 5/13/2021

City of Foster City, CA
Accounts Payable Check Register

Page 5
Accounting Period 2021/11
Report Number 33

| Check Date | Check Number | Vendor Name | Description | Check Amount |
|------------|--------------|-------------|-------------|--------------|
|------------|--------------|-------------|-------------|--------------|

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON MAY 13, 2021

City of Foster City, CA
Accounts Payable Check Register

| ACH Date | ACH | Vendor Name | Description | Amount |
|-----------|-----|-------------------------|-----------------------|----------------|
| 5/27/2021 | ACH | AKIZU/ALL K-ART INC | STAMP REWARD VOUCHERS | 20.00 |
| 5/27/2021 | ACH | CAFÉ SAVINI | STAMP REWARD VOUCHERS | 50.00 |
| 5/27/2021 | ACH | GOBI MONGOLIAN GRILL | STAMP REWARD VOUCHERS | 120.00 |
| 5/27/2021 | ACH | KENTA RAMEN | STAMP REWARD VOUCHERS | 50.00 |
| 5/27/2021 | ACH | MIRCHI INDIAN/CHOLA LLC | STAMP REWARD VOUCHERS | 310.00 |
| 5/27/2021 | ACH | OLIVES | STAMP REWARD VOUCHERS | 10.00 |
| 5/27/2021 | ACH | PENELOPES COFFEE | STAMP REWARD VOUCHERS | 160.00 |
| 5/27/2021 | ACH | PLAZA GOURMET | STAMP REWARD VOUCHERS | 110.00 |
| 5/27/2021 | ACH | RITHA INDIAN | STAMP REWARD VOUCHERS | 220.00 |
| 5/27/2021 | ACH | SANDWICH MONKEY | STAMP REWARD VOUCHERS | 100.00 |
| 5/27/2021 | ACH | STARBIRD | STAMP REWARD VOUCHERS | 290.00 |
| 5/27/2021 | ACH | SWEET BASIL/OTAKE INC | STAMP REWARD VOUCHERS | 80.00 |
| 5/27/2021 | ACH | THE WAREHOUSE | STAMP REWARD VOUCHERS | 100.00 |
| 5/27/2021 | ACH | WATERFRONT PIZZA | STAMP REWARD VOUCHERS | 50.00 |
| | | | | <hr/> 1,670.00 |

Submitted for Information:

Edmund Suen, City Treasurer
ACH ON THIS REGISTER PROCESSED ON MAY 27, 2021