



**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOSTER CITY COUNCIL CHAMBERS
620 FOSTER CITY BOULEVARD
FOSTER CITY, CALIFORNIA**

**Teleconference Location:
Charlie Bronitsky
104 Kaanapali Shores Place
Lahaina, HI 96761
(800) 438-2929**

AGENDA

Monday, December 18, 2017 6:30 PM

REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

**PURSUANT TO RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL
DUE TO COUNCILMEMBER/DIRECTOR CHARLIE BRONITSKY
TELECONFERENCING FROM 104 KAA NAPALI SHORES PLACE, LAHAINA, HI
96761**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

Councilmembers/ex officio EMID Directors Charlie Bronitsky, Catherine Mahanpour, Herb Perez, Gary Pollard, and Mayor/President Sam Hindi

4. SPECIAL PRESENTATIONS

- 4.1. A Proclamation Honoring 3rd Place Winner for "America Recycles Day" Poster Contest**

5. PUBLIC

FCCM 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."

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 Regular Meeting of December 4, 2017

6.2. City/EMID Ordinances for Adoption (First City Ordinance Number to be used tonight is 612)

6.2.1. An Ordinance of the City of Foster City Amending Chapter 17.04 Definitions, and Chapter 17.52, Fences, Walls and Hedges, to Title 17, Zoning, of the Foster City Municipal Code (First Reading November 20, 2017)

6.3. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2017-87 and EMID Resolution Number to be used tonight is 3401)

6.3.1. A Resolution of the City Council of the City of Foster City Approving the Plans and Specifications and Authorizing the Call for Bids for the Renovation of the Men's Locker/Shower/Restroom at the Corporation Yard (CIP 301-669) **a) Staff Report**

- 6.3.2.** A Resolution of the City Council of the City of Foster City Approving the Encroachment Agreement with Zayo Group, LLC for the Installation of Fiber Optic Network Facilities and Authorizing the City Manager or Designee to Execute the Agreement
a) Staff Report
- 6.3.3.** **a)** A Resolution of the City Council of the City of Foster City Supporting the US-101/SR-92 Interchange Area Improvement Project and Authorizing Submittal of an Application for Measure A Highway Program Funding; **and**
b) A Resolution of the City Council of the City of Foster City Supporting the US-101/SR-92 Direct Connector Project and Authorizing Submittal of an Application for Measure A Highway Program Funding
c) Staff Report
- 6.3.4.** **a)** A Resolution of the City Council of the City of Foster City Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement; **and**
b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement
c) Staff Report
- 6.3.5.** **a)** A Resolution of the City Council of the City of Foster City Authorizing the Renaming of City's Annual Street Rehabilitation Project FY 2017/2018 (CIP 301-671) as the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671); Appropriation of \$650,000 from Gas Tax Fund to CIP 301-671; and Request to the Metropolitan Transportation Commission for the Allocation of Transportation Development Act Article 3 FY 2017/2018 Funds Towards CIP 301-671; **and**
b) A Resolution of the City Council of the City of Foster City Authorizing a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2017/2018 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding
c) Staff Report

- 6.3.6.** a) A Resolution of the City Council of the City of Foster City Approving the Calopps.org Support Subscription Agreement with Urban Insight in the Amount of \$34,600; **and**
b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving the Calopps.org Support Subscription Agreement with Urban Insight in the Amount of \$34,600
c) Staff Report

7. NEW BUSINESS

- 7.1.** Interview and by Minute Order Consider Appointments of Citizens to Partial Terms from January 1, 2017 through December 31, 2019 on the following Citizen Advisory Committees:
Information Technology (Two Members) -- Neal Narayan
Parks and Recreation (One Member) -- Fred Baer, Doris G. Duncan, Deborah Owdom, Michael P. Streby, Charles M. Tomberg
a) Staff Report
b) Interview Applicants
c) Take Action By Minute Order
- 7.2.** Consideration and Review of Senior Express Transportation Program
a) Staff Report
b) Action - By Minute Order, Provide Policy Direction

8. REPORTS

- 8.1.** Report on Recreation Center Master Plan Subcommittee Update and Recommendations
a) Staff Report
b) Action - A Resolution of the City Council of the City of Foster City 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

9. OLD BUSINESS

- 9.1.** Consideration of Employee Rental Assistance Programs (Tabled from November 6, 2017)
a) Staff Report

- b) Action - A Resolution of the City Council of the City of Foster City Approving the Employee Rental Assistance Program and Directing Staff to Prepare Program Documents and Agreements for Implementation
- c) Action - A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving the Employee Rental Assistance Program and Directing Staff to Prepare Program Documents and Agreements for Implementation

10. COMMUNICATIONS

- 10.1.** City/District Warrant of Demands were Processed and Issued on November 8, 2017, November 15, 2017, November 20, 2017, November 29, 2017, and December 6, 2017
 - a) Information Item Only
 - b) No Action Required

11. 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.

12. 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.

Any writings or documents provided to a majority of the City Council or EMID Board regarding any item on this agenda after the agenda packet was distributed will be made available for public inspection in the City Clerk Department at City Hall located at 610 Foster City Boulevard during normal business hours and at 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)

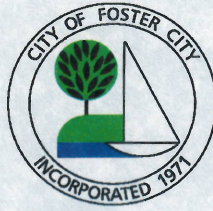
REPLAY Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

City Council meetings on www.fostercity.tv:

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

City Council meetings on-demand:

Log onto <http://citydocs.fostercity.org/meet.aspx>



*Proclamation
of the
City of Foster City, California*

**Honoring
3rd PLACE WINNER FOR "AMERICA RECYCLES DAY" POSTER
CONTEST**

WHEREAS, "America Recycles Day" is the only nationally recognized day and community-driven national awareness event dedicated to promoting and celebrating recycling in the United States; and

WHEREAS, RethinkWaste is excited to announce the winners of its fourth "America Recycles Day" Poster Contest, which was open to all 3rd through 5th grade students in the RethinkWaste service area where students were asked to show off their artistic talent and create a poster with the theme of reuse; and

WHEREAS, winners were recognized at RethinkWaste's annual "America Recycles Day" event on Saturday, November 18th, at the Shoreway Environmental Center in San Carlos; and

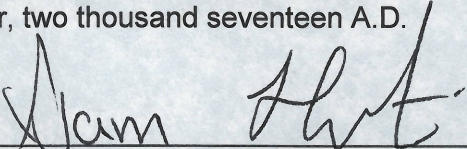
WHEREAS, Third Place prize of \$25 went to fifth grader Param Adda from Brewer Island Elementary School in Foster City for his Opposite Worlds Poster which juxtaposed a happy world in which people are reducing, reusing, and recycling with a sad world that is asking people to "save [it]" in seven different languages; and

WHEREAS, the contest challenged students to imagine living in a world where we actively reuse all our belongings; and

WHEREAS, their poster work shows us that by reusing, we are conserving resources and keeping materials out of the landfill.

NOW, THEREFORE, I, SAM HINDI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do hereby congratulate **fifth grader Param Adda for his Third Place win in the "America Recycles Day" Poster Contest** and bringing a new meaning to "Rethink Waste – Reuse World" in the City of Foster City.

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 18th day of December, two thousand seventeen A.D.


MAYOR SAM HINDI



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

REGULAR MEETING OF DECEMBER 4, 2017

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The Regular Meeting of December 4, 2017 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. in the Council Chambers, 620 Foster City Boulevard, Foster City, San Mateo County, California, by Mayor/President Charlie Bronitsky.

ROLL CALL

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

PRESENT: Councilmembers/ex officio Directors Sam Hindi, Catherine Mahanpour, Herb Perez, Gary Pollard and Mayor/President Charlie Bronitsky.

ABSENT: None.

STAFF PRESENT: Kevin M. Miller, City/District Manager; Jean Savaree, City Attorney/District Legal Counsel; Dante Hall, Assistant City Manager; Curtis Banks, Community Development Director; Edmund Suen, Finance Director; Jennifer Liu, Parks and Recreation Director; Jeff Moneda, Public Works Director/District Engineer; Joe Pierucci, Police Chief; Ann Ritzma, Human Resources Director; John Healy, Fire Chief; Tracy Avelar, Police Captain; Martin Ticas, Police Captain; Norm Dorais, Public Works Maintenance Manager; Rob Lasky, IT Manager; Jennifer Phan, Management Analyst; Vanessa Brannon, Management Analyst; Natasha Jeong, Communications Manager; Shuli Chen, Video Technician and Priscilla Tam, Communications Director/City Clerk/District Secretary/ Recording Secretary.

CONSENT CALENDAR

Motion by Councilmember/Director Pollard, seconded by Vice Mayor/Vice President Hindi, and carried unanimously, 5-0-0, approving the following items on the City/District Consent Calendar:

City/EMID Consent Calendar

1. City/EMID Minutes of Special Meeting of November 20, 2017

NEW BUSINESS

REORGANIZATION OF THE CITY COUNCIL/EMID BOARD OF DIRECTORS

Mayor/President Bronitsky thanked the councilmembers, City Manager, and the staff of Foster City for their leadership in making Foster City a great place to live, work and play.

NOMINATIONS AND ELECTION OF MAYOR/PRESIDENT

Mayor/President Bronitsky opened the floor for nominations for the office of Mayor/President.

Mayor/President Bronitsky nominated Sam Hindi.

Hearing no further nominations, the Chair closed nominations, and called for a vote for the election of Sam Hindi to the office of Mayor/President. Motion carried, 5-0-0.

Mayor/President Bronitsky exchanged seats with Vice Mayor/Vice President Sam Hindi.

NOMINATIONS AND ELECTION OF VICE MAYOR/VICE PRESIDENT

Mayor/President Hindi opened the floor for nominations for the office of Vice Mayor/Vice President.

Mayor/President Hindi nominated Gary Pollard.

Hearing no further nominations, the Chair closed nominations, and called for a vote for the election of Gary Pollard to the office of Vice Mayor/Vice President. Motion carried, 5-0-0.

Vice Mayor/Vice President Pollard exchanged seats with Councilmember/Director Bronitsky and was seated to the right of Mayor/President Hindi.

San Mateo County Supervisor David Canepa performed the Oath of Office for Mayor/President Sam Hindi.

SPECIAL PRESENTATION TO OUTGOING MAYOR/PRESIDENT BRONITSKY

On behalf of the City Council/EMID Board, Mayor/President Hindi presented a plaque to outgoing Mayor/President Bronitsky in recognition of his leadership the past year while serving as Mayor/President. Mayor/President Hindi presented a flower bouquet for outgoing Mayor/President Bronitsky's wife, Martha Bronitsky.

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

Councilmember/Director Bronitsky stated he has not been more comfortable with the future of Foster City and the direction from the staff and City Council than now. He looks forward to this City Council's last year together. He reminded everyone to attend Tree Lighting on Wednesday, December 6 at 5:30pm at the Recreation Center. He asked everyone to have a happy and safe holiday season.

Councilmember/Director Mahanpour thanked outgoing Mayor/President Bronitsky for his leadership in the past year and congratulated Mayor/President Sam Hindi and Vice Mayor/Vice President Gary Pollard. She wished everyone a happy holiday season.

Councilmember/Director Perez stated it was an honor to serve under outgoing Mayor/President Bronitsky. He stated it was a great year of leadership for the City Council. He also stated there will be tremendous challenges ahead but under good leadership, they will accomplish what is best for the city. He is proud to be part of this City and congratulated outgoing Mayor/President Bronitsky, newly appointed Mayor/President Sam Hindi, and newly appointed Vice Mayor/President Gary Pollard.

Vice Mayor/Vice President Pollard thanked outgoing Mayor/President Bronitsky for bringing the City Council together. He stated he looks forward to working with Mayor/President Sam Hindi, City Council, City Manager, and staff. He congratulated the Mayor/President Sam Hindi on his new role.

Mayor/President Hindi congratulated outgoing Mayor/President Bronitsky for a great year and congratulated Vice Mayor/Vice President Pollard on his appointment. He took a moment to recognize and thank elected officials in attendance of the meeting. He highlighted all the accomplishments from the past couple of years under the leadership of past Mayors Herb Perez and Charlie Bronitsky and the City Council. These accomplishments included adopting of the Economic Strategic Plan, adopting the joint powers agreement between Foster City, San Mateo, and Belmont Fire Protection District, establishing the 92 Corridor Alliance, and being awarded the Silver Beacon award and Platinum Sustainability Best Practices award from The Institute of Local Government. He stated he couldn't be more proud of Foster City for selecting the first Palestinian Mayor in the State of California. He is excited about the upcoming year of opportunities and challenges and looks forward to developing creative solutions for the benefit of Foster City.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Hindi adjourned the meeting. He also invited members of the audience to enjoy a reception in the adjourning Conference Room. Meeting adjourned at 6:55 p.m.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FOSTER CITY AMENDING CHAPTER 17.04, DEFINITIONS, AND CHAPTER 17.52, FENCES, WALLS AND HEDGES, TO TITLE 17, ZONING, OF THE FOSTER CITY MUNICIPAL CODE

CITY OF FOSTER CITY

IT IS SO ORDAINED by the City Council of the City of Foster City as follows:

Section 1. Title 17, Chapter 17.04, Chapter 17.52, Chapter 17.58 and Chapter 17.70 of the Foster City Municipal Code are hereby amended to read as follows:

Chapter 17.04
DEFINITIONS

17.04.235 Hedge.

“Hedge” means a row of closely planted shrubs or low growing trees forming a visual or physical barrier which are neatly pruned and maintained in a healthy and vigorous condition.

Chapter 17.52
FENCES, WALLS AND HEDGES

Sections:

- 17.52.010 Fences, walls and hedges in front yards of noncorner lots.
- 17.52.020 Fences, walls and hedges in side and rear yards of noncorner lots.
- 17.52.030 Fences, walls and hedges on corner lots.
- 17.52.040 General regulations.
- 17.52.050 Nonresidential properties.
- 17.52.060 Public utilities and infrastructure.
- 17.52.070 Exception process.
- 17.52.080 Enforcement.

17.52.010 Fences, walls and hedges in front yards of noncorner lots.

A. Fences. In all residential zoning districts, fences may be permitted in the front yard area of noncorner lots if all of the following conditions are met:

1. The fence does not exceed forty inches in height; and
 - a. The fence is constructed of materials shown in Section 17.52.040.
2. Exception. The fence may increase to six feet in height if:

- a. The fence is set back a minimum of twenty feet from the back of sidewalk; and in all instances placed far enough from the street such that the amount of landscaped area visible from the street is generally consistent with other lots located in the same block; and
- b. The fence's location does not obstruct pedestrian or vehicular access to the house and does not block the view of the house from the street; and
- c. The fence's location is not closer to the street than the house's primary front wall nearest to the street from which the fence is extended; and
- d. The fence is constructed of fifty percent open-air materials shown in Section 17.52.040; and
- e. The fence's design, location and orientation shall be subject to review and approval by the community development director; and
- f. All items stored or temporarily placed behind the fence shall be lower than the height of the fence.

B. Walls. In all residential zoning districts, walls not exceeding forty inches in height may be permitted in the front yard area of noncorner lots if the following conditions are met:

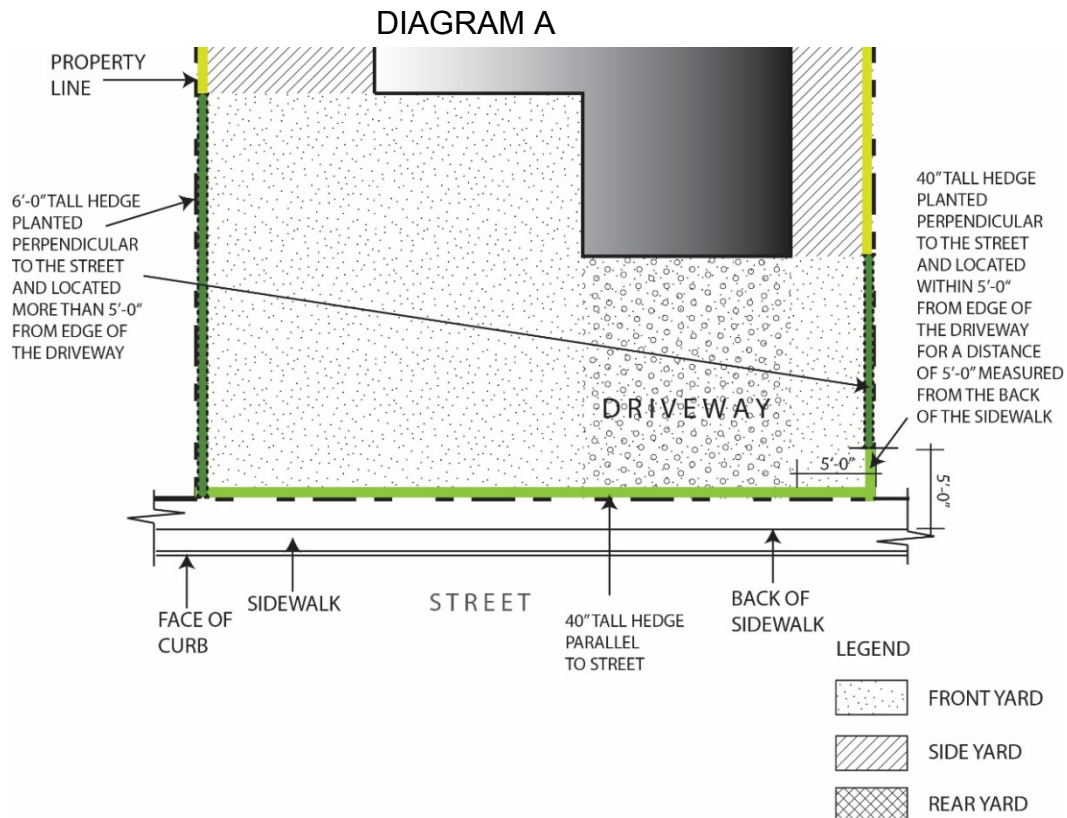
- 1. The wall is constructed of materials shown in Section 17.52.040; and
- 2. All items stored or temporarily placed behind the wall shall be lower than the height of the wall.

C. Hedges. As depicted in Diagram A, in all residential zoning districts, hedges may be permitted in the front yard of noncorner lots if the following conditions are met:

- 1. The hedge is planted parallel to the street and does not exceed forty inches in height; and
 - a. The hedge is neatly pruned and maintained in a healthy and vigorous condition.
- 2. The hedge is planted perpendicular to the street, located within five feet of a driveway, and does not exceed forty inches in height from back of sidewalk for a distance of five feet, at which point it may increase to six feet in height; and
 - a. The hedge is neatly pruned and maintained in a healthy and vigorous condition.

3. The hedge is planted perpendicular to the street, located more than five feet from the edge of a driveway, and does not exceed six feet in height; and

a. The hedge is neatly pruned and maintained in a healthy and vigorous condition.



17.52.020 Fences, walls and hedges in side and rear yards of noncorner lots.

A. Fences – Nonwaterfront Properties. In all residential zoning districts, fences may be permitted in the side or rear yards of noncorner lots if all of the following conditions are met:

1. The fence does not exceed six feet in height; and
2. The fence is constructed of materials shown in Section 17.52.040; and
3. All items stored or temporarily placed behind the fence shall be lower than the height of the fence.
4. Exception. Wood fences not exceeding seven feet in height may be permitted in any side and rear yard area if all fence material above six feet in height consists of wood lattice with a weave that is approximately fifty percent open.

B. Walls – Nonwaterfront Properties. In all residential zoning districts, walls may be permitted in the side or rear yards of noncorner lots if all of the following conditions are met:

1. The wall does not exceed six feet in height; and
2. The wall is constructed of materials shown in Section 17.52.040; and
3. All items stored or temporarily placed behind the wall shall be lower than the height of the wall.

C. Hedges – Nonwaterfront Properties. In all residential zoning districts, hedges may be permitted in the side or rear yards of noncorner lots if all of the following conditions are met:

1. The hedge does not exceed twelve feet in height; and
2. The hedge is neatly pruned and maintained in a healthy and vigorous condition.

D. Fences and walls – Waterfront Properties – Side Yards of noncorner lots. In all residential zoning districts, fences and walls may be permitted in the side yards of noncorner lots if all of the following conditions are met:

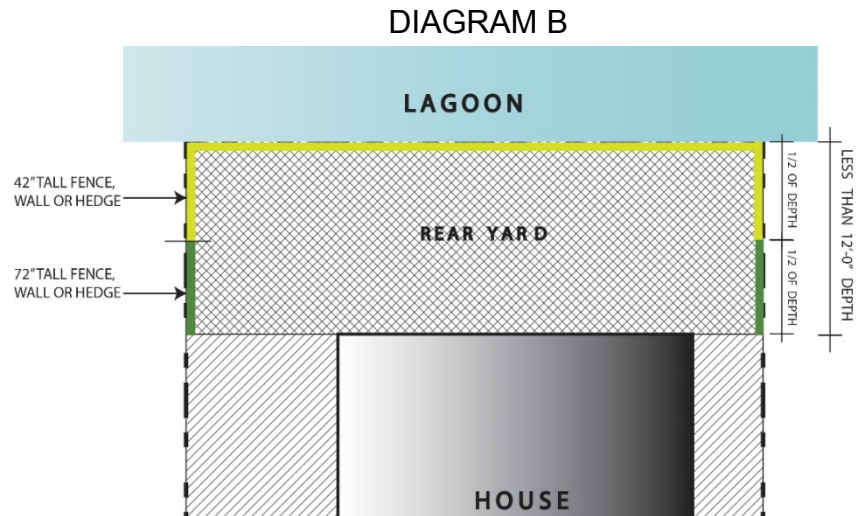
1. The fence or wall does not exceed six feet in height; and
2. The fence or wall is constructed of materials shown in Section 17.52.040; and
3. All items stored or temporarily placed behind the fence or wall shall be lower than the height of the fence or wall.
4. Exception. Wood fences not exceeding seven feet in height may be permitted in any side yard area if all fence material above six feet in height consists of wood lattice with a weave that is approximately fifty percent open.

E. Hedges – Waterfront Properties – Side Yards of noncorner lots. In all residential zoning districts, hedges may be permitted in the side yards of noncorner lots if all of the following conditions are met:

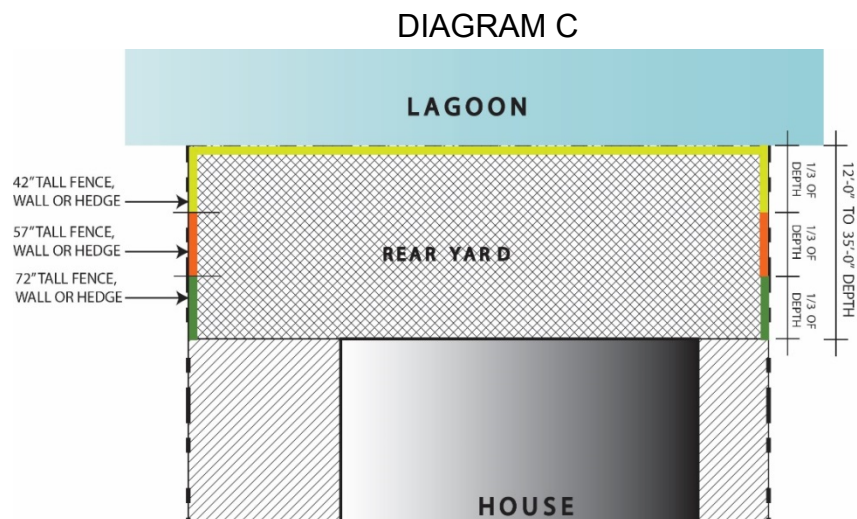
1. The hedge does not exceed twelve feet in height; and
2. The hedge is neatly pruned and maintained in a healthy and vigorous condition.

F. Fences, Walls and Hedges – Waterfront Properties – Rear Yards. In order not to significantly interfere with views of the lagoon from adjacent properties, fences, walls and hedges may be permitted in rear yards if all of the following conditions are met:

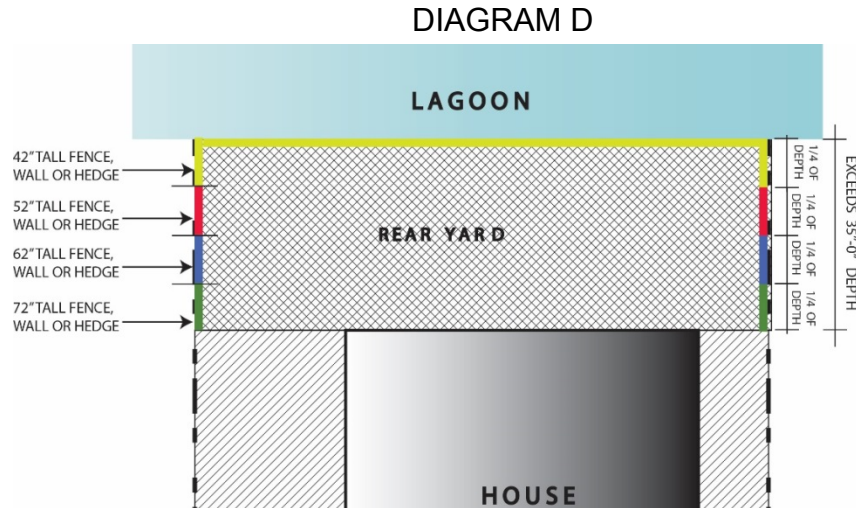
1. Rear Yards Less Than Twelve Feet in Depth. The fence, wall or hedge does not exceed seventy-two inches in height in the first half of the rear yard measured from the rear wall of the house nearest to the water. The fence, wall or hedge then steps down to a height not to exceed forty-two inches in the second half of the rear yard. (Diagram B)



2. Rear Yards Twelve to Thirty-Five Feet in Depth. The fence, wall or hedge does not exceed seventy-two inches in height in the first third of the rear yard measured from the rear wall of the house nearest to the water; fifty-seven inches for the next third of the rear yard; and forty-two inches in the final third of the rear yard. (Diagram C)



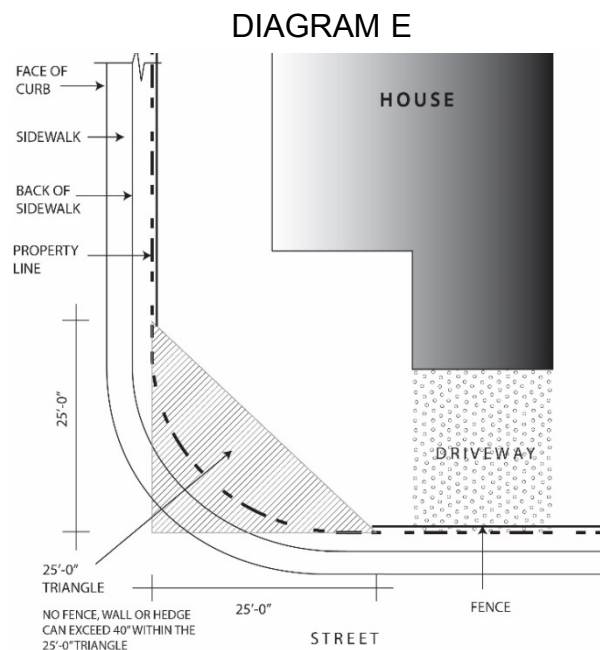
3. Rear Yards Exceeding Thirty-Five Feet in Depth. The fence, wall or hedge does not exceed seventy-two inches in height in the first quarter of the rear yard measured from the rear wall of the house nearest to the water; sixty-two inches in the second quarter of the rear yard; fifty-two inches in the third quarter of the rear yard and forty-two inches in the final quarter of the rear yard. (Diagram D)



4. The hedge is neatly pruned and maintained in a healthy and vigorous condition.

17.52.030 Fences, walls and hedges on corner lots.

A. To ensure proper pedestrian and vehicular visibility, at a corner lot intersection which is not controlled by all-way stop signs, no fence, wall or hedge exceeding forty inches in height shall be located within a twenty-five-foot triangle formed at the intersection of the two streets measured at the property line, as outlined in Diagram E below:

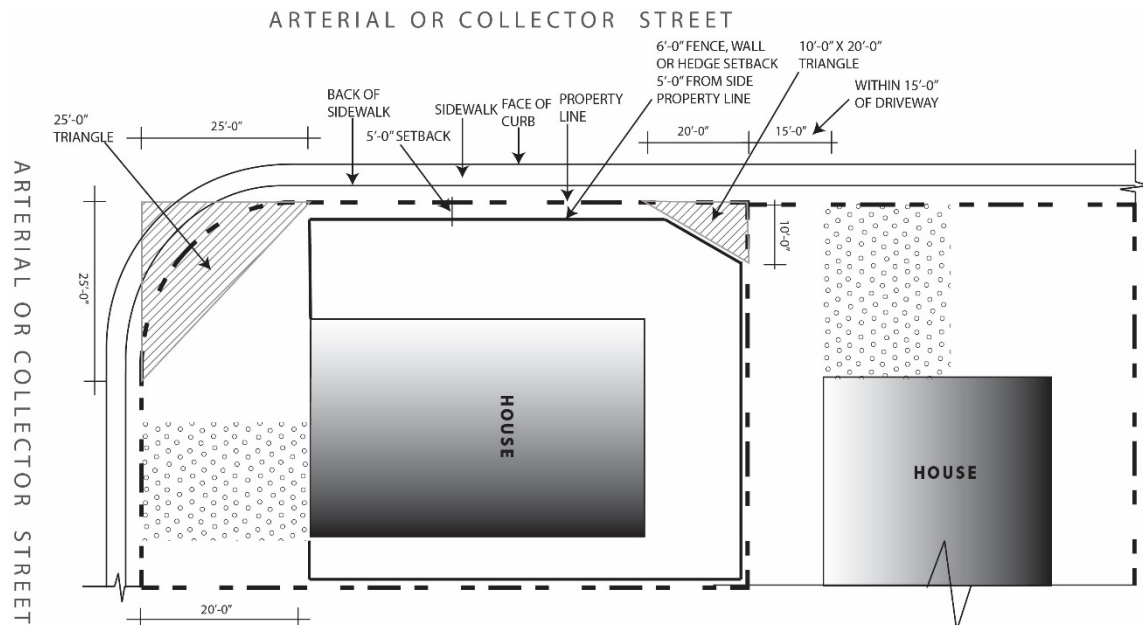


1. The hedge is neatly pruned and maintained in a healthy and vigorous condition.
2. Corner lots controlled by all-way stop signs are not subject to the limitation in subsection A above.

B. In order to ensure pedestrian and vehicular visibility, at a corner lot where the rear yard of such corner lot abuts a property that fronts the side street which is an arterial or collector street as identified in the Foster City general plan, fences, walls and hedges may be permitted if all of the following conditions are met:

1. The fence, wall or hedge does not exceed six feet in height; and
2. The fence, wall or hedge does not extend into the front yard area; and
3. The fence, wall or hedge does not extend within five feet of the side property line along the side street (see Exhibit B below); and
4. The hedge is neatly pruned and maintained in a healthy and vigorous condition.
5. In those instances where a driveway on the adjoining property is located within fifteen feet of the rear property line of the corner lot, such fence, wall or hedge is not permitted within a triangle formed by a ten-foot line along the rear property line and a twenty-foot line along the side property line. (See Diagram F below.)

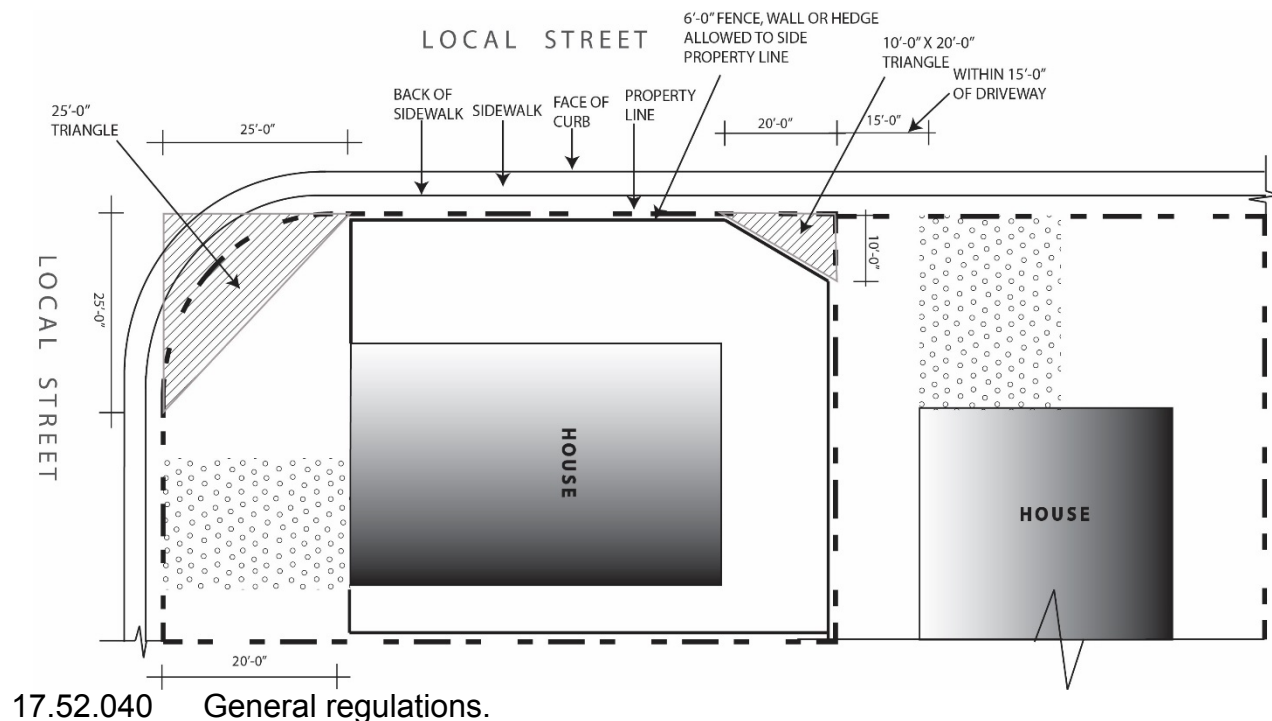
DIAGRAM F



C. In order to ensure pedestrian and vehicular visibility, at a corner lot where the rear yard of such corner lot abuts a property that fronts the side street which is not an arterial or collector street as identified in the Foster City general plan, and where a driveway on the adjoining property is located within fifteen feet of the rear property line of the corner lot, fences, walls and hedges may be permitted if all of the following conditions are met:

1. The fence, wall or hedge does not exceed six feet in height; and
2. The fence, wall or hedge does not extend into any front yard area; and
3. The hedge is neatly pruned and maintained in a healthy and vigorous condition; and
4. The fence, wall or hedge is not located within a triangle formed by a ten-foot line along the rear property line and a twenty-foot line along the side property line. (See Diagram G below.)

DIAGRAM G



17.52.040 General regulations.

In addition to the requirements outlined in Section 17.52.010 through 17.52.030, fences, walls and hedges located in any district shall also be subject to the following regulations:

- A. The height of fences, walls and hedges shall be measured from the side which has the highest finished grade level at the base of the fences, walls and hedges.

B. Unless otherwise required by the Uniform Building Code, only fences exceeding six feet in height, and masonry or concrete walls exceeding three feet in height, will require a building permit.

C. Materials for construction of permanent fences and walls along property lines shall be limited to the following: redwood, cedar, brick, slumpstone, stucco, plaster, cement, wrought iron, or similar materials as determined by the community development director. Additionally, clear tempered glass or clear Plexiglas shall be allowed on rear and side yards of waterfront properties only. Chain-link and wood or synthetic slats (e.g. vinyl slats) may be allowed for commercial, industrial or institutional uses, depending on location and design.

D. Materials for the construction of temporary fences and walls shall be limited to: plywood, chain-link and redwood slat, or other suitable materials as determined by the community development director depending upon site location.

E. Fence and wall colors shall be neutral, not bright, and compatible with the existing residence and neighborhood.

F. Fences and walls shall be designed to be compatible with the existing site and surrounding properties.

G. Front and side-yard fence columns, decorative objects, and light fixtures which do not obstruct the line-of-sight for drivers of vehicles may exceed the established front height restriction as follows:

1. By one and one-half feet, including that over a fence gate that is at least five feet six inches in height, an arbor may be attached not to exceed twenty square feet that is one hundred percent open on two sides and at least fifty percent open on two sides, subject to architectural review and being maintained in good repair; or

2. An arbor up to seven feet six inches in height may be constructed over a front yard fence gate or opening not to exceed four feet in width and two feet in depth, not to exceed eight square feet, that is one hundred percent open on two sides and at least seventy-five percent open on two sides, subject to architectural review and being maintained in good repair.

H. For houses located within Planned Developments, a letter demonstrating written action by the Homeowners Association on the proposal shall be obtained prior to submitting plans to the City. The proposed fence(s) or wall(s) shall be consistent with the Prototypical Design Guidelines for the Association (if any) on file with the City.

17.52.050 Nonresidential properties.

Architectural review by planning commission per Section 17.58.040(C) is required for fences or wall structures exceeding six feet in height which enclose commercial or industrial uses, tennis courts, semipublic swimming pools, or similar recreation areas, or school play-yard areas. Fences or wall structures over six feet may also be permitted within any building setback line, subject to the review and approvals established in this chapter for such district.

17.52.060 Public utilities and infrastructure.

A. Fences, walls and hedges shall not obstruct access to public utilities or infrastructure including but not limited to street light poles, fire hydrants, water meters, utility boxes, street signs, stop signs, traffic control signs and sidewalks.

B. Hedges shall be maintained so they do not obstruct the light fixture of a street light pole and shall not grow within four feet of the light fixture.

C. If a property owner refuses to remove fences, walls or hedges which are obstructing access to public utilities and infrastructure, including but not limited to fire hydrants, water meters, utility boxes or street light poles, the city may remove the obstruction in order to gain access.

17.52.070 Exception Process.

A. An exception to the requirements of this chapter may also be granted administratively by the community development director if all of the following findings are required to be made:

1. The exception is necessary to allow the use and enjoyment of the applicant's property.
2. The proposed fence, wall or hedge configuration/height would be compatible with the design, appearance and scale of existing building and structures in the neighborhood.
3. The proposed fence, wall or hedge will not interfere with pedestrian and vehicular visibility.

B. Appeal Period—Issuance.

1. Exceptions shall not be issued until ten calendar days have elapsed from the granting thereof, to allow time for any appeal to be filed. In case an appeal is filed, the exception shall not be issued until a decision is made on the appeal.
2. Exceptions shall not have any force and effect until the permittee acknowledges receipt thereof and acceptance of any conditions thereto.

C. Appeal Procedures.

1. In case the applicant, or any other person, is not satisfied with any decision of the community development director, they may, within ten calendar days after the decision, appeal in writing to the planning commission, accompanied by a fee as set by resolution of the city council. The appeal letter or completed appeal form shall specify:

- a. The person making the appeal;
- b. The specific item of appeal, and all supporting documentation, written in clear and concise language;
- c. The basis for such appeal; and
- d. The relief or action sought.

2. Upon receipt of the complete appeal letter and fee, the city clerk shall transmit one copy of the appeal letter to the applicant. The planning commission shall review the written findings of the community development director on the matter and shall consider the written and oral argument of the appellant. Information not presented to the planning director for consideration prior to rendering a decision may not be introduced at the meeting of the planning commission on the appeal. However, where the appeal was filed by a third party appellant, the appellant shall have the right to present evidence in support of the appeal.

3. Decisions of the Planning Commission.

a. If the applicant, or any other person is not satisfied with any decision of the planning commission, they may, within ten calendar days after the decision of the planning commission, appeal in writing to the city council, accompanied by a fee as set by resolution of the city council. The appeal letter or completed appeal form shall contain the same information as required above for appeals of decisions of the planning director.

b. Upon receipt of the complete appeal letter and fee, the city clerk shall schedule the appeal before the city council. The city council shall review the written findings of the planning commission on the matter and shall consider the written and oral argument of the appellant. New matter may not be introduced by either party to such appeal. The decision of the city council shall be final.

17.52.080 Enforcement.

A. Violation—Infraction. Any person who commits any act declared by any provision of this chapter to be unlawful, or who violates the provisions, or fails to comply with the mandatory requirements of any section or portion of this title, shall be guilty of an infraction, punishable by:

1. A fine not exceeding one hundred dollars for a first violation;
2. A fine not exceeding two hundred dollars for a second violation of the same provision within one year;
3. A fine not exceeding five hundred dollars for one additional violation of the same ordinance provision within one year.

For purposes of this section, each day in which a nonconforming condition continues is a single violation and each subsequent day such nonconforming condition continues is a new and separate offense.

B. Violation—Nuisance Declaration—Abatement. In addition to the penalties provided in subsection A of this section, any fence, wall or hedge constructed, planted, or maintained contrary to the provisions of this chapter are public nuisances. The city attorney, upon order of the city council or community development director, may commence the necessary action or proceedings for the abatement, removal and injunction thereof in the manner prescribed by law in the courts which may have jurisdiction to grant such relief as will accomplish such abatement and restraint. The remedies provided for in this section shall be in addition to any other remedy or remedies or penalties provided in this chapter or any other law or ordinance.

C. Violation—Penalty Fees. In addition to the penalties provided in subsections A and B of this section, if any fence, wall or hedge is constructed, planted, or maintained contrary to the provisions of this chapter, the city council, by resolution, may establish and assess a penalty fee to eliminate any violation, including violations which only require the securing of a permit but otherwise conform to the regulations of this title. Such penalty fees shall not apply to any application necessary to make a legal nonconforming use conform to the current regulations.

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council does hereby declare that it should have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. Taking Effect. This Ordinance shall take effect and be in force thirty (30) days from and after its adoption.

Section 4. Posting. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall have it posted in three (3) public places designated by the City Council.

This Ordinance was introduced and read on the 20th day of November, 2017, and passed and adopted on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jennifer Liu, Parks and Recreation Director
Jeff Moneda, Public Works Director/District Engineer
Andra Lorenz, Senior Management Analyst
Kurt Zander, Buildings and Vehicles Maintenance Manager

SUBJECT: CORPORATION YARD FACILITY IMPROVEMENTS (CIP 301-669) -
APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO CALL FOR BIDS

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Plans and Specifications and authorizing the call for bids for renovation of the men's locker, shower, and restroom as part of the Corporation Yard Facility Improvements (2016-2017) (CIP 301-669).

EXECUTIVE SUMMARY

CIP 301-669 consists of three elements: (1) renovating the men's locker/shower/restroom; (2) refinishing the Corporation Yard gates; and (3) replacing the roof on the Public Works workshops. The City Council action at this time will allow City staff to advertise the locker/shower/restroom portion of the project for bidding. Funding of \$312,500 is available for this portion of the project in the approved project budget. Construction for the project is anticipated to take approximately seventy-five (75) calendar days.

BACKGROUND

The Corporation Yard buildings are some of the oldest and most continuously used of the City's facilities, with some in continual use since the 1970s. At this time, a number of fundamental repairs and upgrades are needed.

ANALYSIS

The Plans and Specifications for the men's locker/shower/restroom portion of CIP 301-669 are complete and ready for bidding. The design of the project was performed by DG Architects under the management of City staff.

Construction work for this project is anticipated to begin in March 2018 and will take approximately seventy-five (75) calendar days to complete. The overall project management and daily inspection will be provided by in-house staff, which will result in additional cost savings of approximately \$15,000. The project schedule is as follows:

Project Schedule:

Approval of Plans and Specifications and Authorization to Call for Bids: December 18, 2017

Advertisement: January 10 and 17, 2018

Mandatory Pre-Bid Site Visit: January 30, 2018

Bid Opening: February 15, 2018

Award of Contract: March 19, 2018

Construction: April – June 2018

Notice of Completion: July 2018

FISCAL IMPACT

The budget for the project is \$312,500 and includes a 25% contingency, of which approximately \$21,500 has been spent for project design and site testing, leaving the remaining \$291,000 available for construction. Based on the preliminary estimate, adequate funding is available to fully fund construction.

City Council approval of the attached resolution will allow City staff to advertise the project for bid. A copy of the Plans and Specifications are available for review in the City Council's office.

Attachment:

- Attachment 1 - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING THE CALL FOR BIDS FOR THE RENOVATION OF THE MEN'S LOCKER/SHOWER/RESTROOM AT THE CORPORATION YARD (CIP 301-669)

CITY OF FOSTER CITY

WHEREAS, Plans and Specifications for the Renovation of the Men's Locker/Shower/Restroom at the Corporation Yard (CIP 301-669) are complete; and

WHEREAS, funding in the amount of \$312,500 is available in the approved budget for CIP 301-669; and

WHEREAS, based on preliminary estimates, adequate funding is available to fully fund the construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the Plans and Specifications for the Renovation of the Mens' Locker/Shower/Restroom Project (CIP 301-669) and authorize the call for bids.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jeff Moneda, Public Works Director/District Engineer

SUBJECT: ENCROACHMENT AGREEMENT WITH ZAYO GROUP, LLC FOR THE
INSTALLATION OF FIBER OPTIC NETWORK FACILITIES

RECOMMENDATION

It is recommended that the City Council of the City of Foster City approve the attached resolution (Attachment 1) approving the Encroachment Agreement with Zayo Group, LLC (Zayo) for the installation of fiber-optic network facilities within the City's right-of-way and authorize the City Manager or designee to execute the agreement (Attachment 2).

EXECUTIVE SUMMARY

Zayo has requested a permit to install fiber-optic cables within the City's right-of-way to provide advanced telecommunications services to their customers. The Encroachment Agreement is required to protect the City's interests in managing its right-of-way. With City Council approval, the City Manager or designee will execute the Encroachment Agreement, which will allow Zayo to apply for an encroachment permit and start construction.

BACKGROUND

Zayo approached Foster City in March 2015 with a request to install fiber-optic facilities within the City's right-of-way in order to provide fiber service to various businesses throughout Foster City. Zayo has been granted the Certificate of Public Necessity and Convenience (CPNC) by the California Public Utilities Commission (CPUC).

Because of the unique nature of fiber-optic networks and the regulatory environment in the State of California, Foster City is required to permit any company installing fiber-

optics in the City's right-of-way to enter into a separate encroachment agreement to ensure that the terms and conditions under which they install such infrastructure is clearly delineated in an agreement.

ANALYSIS

Regulatory Authority

The City maintains all regulatory authority to control the time, place, and manner in which public utilities, including telecommunications companies like Zayo, use the City's right-of-way. Such authority is exercised through the encroachment permit process. The City has the right to dictate the terms and conditions under which a telecommunications company installs its infrastructure within its jurisdictional boundaries. The installation of new fiber-optic networks poses unique circumstances in that companies could circumvent local regulatory authority over broadband services, such as video services, if only a simple encroachment permit were issued. Whereas, an encroachment agreement specifically tailored towards fiber-optics networks has positioned cities well in maintaining their regulatory authority. Foster City has chosen to exercise these rights by requiring all private telecommunications services providers interested in installing new fiber-optic networks in Foster City, since the passage of the Federal Telecommunications Act of 1996, to enter into fiber-optic network encroachment agreements.

The City is allowed to collect encroachment permit fees and any other fees associated with the approval and management of the encroachment of the City's right-of-way in a non-discriminatory manner. However, if the applicant is a telecommunications company that has received a CPNC from the CPUC, the City cannot enact any other fees (including franchise fees or right-of-way rental fees) other than encroachment permit-related fees, nor exercise any other regulatory authority over the services provided by those facilities.

Zayo's Installation/CPUC CPNC

Zayo has received a CPNC from the CPUC. In a June 9, 2015 letter from Zayo, they affirm "that all telecommunications services to be provided by the installed system are within the scope of the services authorized by CPUC under CPNC granted to Zayo." The City Attorney has reviewed Zayo's CPNC and the Encroachment Agreement.

Key Terms and Conditions of the Encroachment Agreement

The City's model fiber-optics Encroachment Agreement, used with other telecommunications providers, was used for this agreement. Key terms are as follows:

- Term - Five (5) years, renewable by Zayo upon written notice as long as they are not in default under the agreement.
- Services - Zayo commits that it shall only provide those services as indicated within their CPNC rights.

- Removal and Relocation - The agreement is specific as to the conditions under which Zayo is allowed to remove and/or relocate its infrastructure, including the right of the City to require relocation to accommodate City construction projects at Zayo's sole cost and expense.
- Performance Bond - Zayo must draw a construction performance bond in accordance with existing City requirements for constructing within the right-of-way.
- Insurance - The agreement requires Zayo to maintain adequate insurance to protect the City as a result of Zayo's encroachment in the City's right-of-way.

Construction Schedule

Upon City Council approval and execution of the Encroachment Agreement by the City Manager or designee, Zayo will apply for an encroachment permit and start construction immediately.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Encroachment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING THE ENCROACHMENT AGREEMENT WITH ZAYO GROUP, LLC FOR THE INSTALLATION OF FIBER OPTIC NETWORK FACILITIES AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

CITY OF FOSTER CITY

WHEREAS, Zayo Group, LLC has requested a permit to install fiber optic cables within the City's right-of-way; and

WHEREAS, Zayo Group, LLC has received a Certificate of Public Necessity and Convenience (CPNC) from the California Public Utilities Commission (CPUC); and

WHEREAS, the City Attorney has reviewed the CPNC and approved the terms and conditions included in the Encroachment Agreement; and

WHEREAS, the City has the authority to regulate the terms and conditions for the use of public right-of-way for the construction, installation, and maintenance of fiber optic network facilities by private telecommunications services providers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City that the Encroachment Agreement with Zayo Group, LLC is hereby approved and the City Manager or designee is authorized to execute said agreement.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

**ENCROACHMENT AGREEMENT BETWEEN THE CITY OF FOSTER CITY
AND ZAYO GROUP, LLC FOR THE INSTALLATION OF FIBER OPTIC NETWORK
FACILITIES WITHIN PUBLIC RIGHT-OF-WAY**

This Agreement ("Agreement") is dated for identification this __ day of ___, 2017 by and between the CITY OF FOSTER CITY, a municipal corporation (herein termed "CITY"), and Zayo Group, LLC, a Delaware, limited liability company (herein termed "Zayo").

RECITALS

WHEREAS, Zayo ("Permittee") desires to construct, install and maintain Fiber Optic Network Facilities within the Public Right-of-Way and/or public utility or service easements within CITY and CITY is willing to allow such activity to be conducted, subject to compliance by Permittee with all of the terms, conditions and requirements as set forth in this Agreement; and

WHEREAS, CITY has the authority to regulate the terms and conditions for the use of Public Right-of-Way for the construction, installation and maintenance of Fiber Optic Network Facilities by private telecommunications services providers, and;

WHEREAS, Permittee has obtained a Certificate of Public Convenience and Necessity under Public Utilities Code Section 7901 from the Public Utilities Commission of the State of California authorizing Permittee to provide interLATA telecommunications services throughout the State of California and intraLATA private line transmission services within all LATAs in California;

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY and Permittee agree as follows:

"ZAYO" means Zayo Group, LLC, a Delaware limited liability company, and its lawful successors or assigns.

"CITY" means the City of Foster City, a municipal corporation of the State of California, and includes the duly elected or appointed officers, agents, employees and volunteers of the City of Foster City, individually or collectively.

"Agency" means any local, county, state or federal governmental agency or quasi-governmental body other than the CITY, including, without limitation the Federal Communications Commission and the State of California Public Utilities Commission.

"Agreement" means this "ENCROACHMENT AGREEMENT BETWEEN THE CITY OF FOSTER CITY AND ZAYO GROUP, LLC FOR THE INSTALLATION OF FIBER OPTIC NETWORK FACILITIES WITHIN PUBLIC RIGHT-OF-WAY."

"Business Day" means any calendar day, except a Saturday, Sunday, and any Day observed as a legal holiday by CITY. For the purposes hereof, if the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as an official holiday by CITY, the time for performance shall be extended to the following Business Day.

"City Manager" means the individual designated as the city manager under the CITY Municipal Code.

"Council" means those elected officials which are authorized to exercise the powers granted to and vested in CITY under Government Code Section 37100 *et seq.*

"Day" means any calendar day, unless a Business Day is specified. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

"Directors" means the individuals designated as the City Manager or his/her designee, and the Director of Public Works, or any combination of one or more of the named individuals holding such titles and performing such functions as charged under the CITY Municipal Code.

"Director of Public Works" means the individual designated the Director of Public Works under the CITY Municipal Code, including any individual expressly designated to exercise functions with respect to the rights and obligations of the Director of Public Works under this Agreement, and any other individual, person, division, department, bureau, or agency as may exercise from time to time functions equivalent or similar to those now exercised by the Director of Public Works.

"Fee" means any assessment, license, charge, fee, imposition, tax (excluding any utility users tax), or levy lawfully imposed by any governmental body.

"Fiber Optic Network Facilities" or "Facilities" means without limitation, any and all fiber optic cables, conduits, converters, splice boxes, cabinets, hand-holes, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities owned, leased or licensed by Permittee, located or to be located in the Public Right-of-Way of CITY and used or useful for and in connection with the transmission of telecommunication messages.

"LATA" means "local access and transport area."

"Law" or "Laws" means any judicial or administrative decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, certificate, order, or other requirement of any municipal, county, state, federal, or other Agency having joint or several jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way. A reference to "Laws" shall include the Standard Drawings and Standard Specifications.

"Person" means an individual, a corporation, a partnership, a limited liability company, a sole proprietorship, a joint venture, a business trust, and any other form of business association.

"Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Agreement or under any Law that defines or otherwise controls, establishes, or limits the performance required or permitted by any party to this Agreement. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

"Public Right-of-Way" means in, upon, along, across, under and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including, without limitation, all public utility easements and public service easements, as the same now or may hereafter exist that are owned, occupied, leased, or otherwise under the jurisdiction and control of CITY. This term shall not include any property owned by any Person or Agency other than CITY except as provided by applicable Laws or pursuant to an agreement between CITY and any Person or Agency.

"Standard Drawings and Standard Specifications" means the general terms and conditions, specifications, and requirements of CITY which govern the design, construction, installation, and maintenance of any improvement within the Public Right-of-Way. CalTrans Standard Plans and Specifications as periodically updated, shall be used unless CITY has other standards which shall then prevail. This term shall include any and all documents entitled "General Conditions" or words of similar import, now or hereafter existing, which directly pertain to all aspects of general construction work.

"Telecommunications Services" means the transmission of voice, data, and information in rendering telephone, teleconferencing and other services which are permitted to be offered by Permittee pursuant to Permittee's Certificate of Public Convenience and Necessity from the Public Utilities Commission of the State of California, under the California Public Utilities Code and other applicable municipal, state and federal Laws. Notwithstanding the foregoing, Telecommunications Services also means all those certain types of communications services and related services that are not presently regulated or otherwise unlawful.

TERM OF AGREEMENT

1. This Agreement shall be binding on the Permittee on the date of its approval by the Public Works Director ("Effective Date"), and shall be for a term of five (5) years. The term may shall be renewed for successive five-year periods of time, and unless Permittee otherwise provides at least thirty (30) days prior written notice to the City of its intent not to renew the Agreement and its intent to remove or abandon the Telecommunications Facilities in accordance with Article 15 of this Agreement.

2. Failure on the part of the Permittee to perform any material obligation imposed upon it shall constitute a default and a material breach of this Agreement. In such

event, the City shall be entitled to exercise all rights and remedies hereby reserved under this Agreement or made available under applicable Laws. For the purposes of this Agreement, a "material obligation" shall include, without limitation, any failure of the Permittee to give any required notice to the City, and the failure to pay, collect or remit any lawful Fee or tax.

LIMITATIONS AND RESTRICTIONS

3. CITY hereby agrees to permit Permittee, subject to reservations, covenants and conditions herein contained and the issuance by CITY and any other Agency or Person of all permits and approvals required for performance of the work, to construct, reconstruct, install, reinstall, maintain and operate, replace, relocate and remove Fiber Optic Network Facilities used for Telecommunications Services within Public Right-of-Way that is located within the corporate limits of the CITY, subject to obtaining all required permits and approvals.

4. This Agreement is not a grant by CITY of any property interest but is made subject and subordinate to the prior and continuing right of CITY and its assigns to lawfully use any or all of the Public Right-of-Way for CITY-owned facilities in the performance of its duties, including but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliners, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in said Public Right-of-Way. No use of any Public Right-of-Way or other interest or property under this Agreement shall create or vest in Permittee, its successors or any other public utility any ownership interest in the Public Right-of-Way, streets or other property or interest of CITY. Nothing in this Agreement shall be deemed to grant, convey, create, or vest a perpetual real property interest in land in Permittee, including any fee or leasehold interest in land, easement, nor shall anything in this Agreement be deemed or construed to grant or create any franchise rights.

5. This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the Public Right-of-Way, and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary, consistent with any other existing rights. Subject to the Provisions of this Agreement, CITY hereby licenses Permittee to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace the Facilities underground or on existing poles, to the extent Permittee may gain access to these poles consistent with the rights of third parties under applicable Laws and all existing and future agreements, within the Public Right-of-Way for the purposes of providing Telecommunications Services to Persons located within the limits of the CITY. Any work performed pursuant to the rights granted to Permittee under this Agreement shall be subject to the prior review and approval of the Directors.

6. Subject to the approval of CITY's Director of Public Works, the construction, installation, operation, maintenance and removal of said Fiber Optic Network Facilities shall be accomplished without any cost or expense to CITY and in such a manner as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or other access thereon within said Public Right-of-Way, or interfere in any manner with any existing or proposed public or private utilities or any facilities of CITY installed or to be installed therein.

COMPLIANCE WITH STANDARDS

7. Permittee agrees to keep said Fiber Optic Network Facilities in good and safe condition and free from any nuisance, to the reasonable satisfaction of CITY's Director of Public Works.

8. Permittee shall construct, install, operate and maintain all Fiber Optic Network Facilities in accordance and in conformity with all applicable CITY, State, Federal and regulatory agency laws, ordinances, rules and regulations.

SERVICE CHANGE

9. Permittee provides Telecommunications Services in California pursuant to all laws, including federal law, state law its Certificates of Public Convenience and Necessity received from the California Public Utilities Commission, and regulations and rules promulgated by the California Public Utilities Commission. Permittee represents that the Facilities will be used for the sole purpose of rendering the Telecommunication Services consistent with the certificate of public convenience and necessity issued to Permittee by the PUC and other Telecommunications Services not regulated by the PUC. The type of service Permittee offers to its customers through the Fiber Optic Network Facilities in Public Right-of-Way consists of business and residential Telecommunications Services which are presently permitted by law. If the nature or character of Permittee's service changes to include additional or alternative services that directly affects the regulatory authority of CITY, including but not limited to, community antenna television systems or commercial video programming, or includes the intent to lease any or all of its facilities constructed under this agreement to any third party organization, Permittee shall give CITY at least six (6) months written notice, and comply with the CITY's lawful fee and/or franchise requirements, if any. Notwithstanding the foregoing, Permittee may lease any or all of the capacity and/or bandwidth carried by its facilities constructed hereunder to a third-party organization so long as the Permittee continues to maintain and operate said facilities and Permittee remains fully bound by this Agreement and the obligations hereunder, and no access rights are granted or provided to said third party organization. Permittee acknowledges that any expansion or change in the character or nature of the regulated Telecommunications Services may increase CITY's regulatory authority over such services, and this may require Permittee to enter into a new Agreement consistent with the requirements of a hereinafter-enacted CITY ordinance regulating such services or the expansion or change in services, if such service changes fall under the lawful regulation, jurisdiction or authority of CITY.

NO FRANCHISE RIGHTS CREATED

10. Nothing in this Agreement shall be construed as granting or creating any franchise rights.

RESERVATION OF RIGHTS

11. The CITY is uncertain as to its legal ability to regulate and to impose taxes, charges and fees on the provision or use of fiber optics infrastructure and technology and related activities and services that may be provided pursuant to the installation subject to this Agreement. Therefore, CITY reserves any and all rights it may have now or in the future to legally regulate, impose taxes, charges and fees or otherwise condition the use of the fiber optics infrastructure and technology and related activities and services to be provided pursuant to the installation subject to this Agreement.

CITY's agreement hereto is not a waiver of and is without prejudice to any right CITY may have under law to regulate, tax or impose fees or charges on Permittee or any right Permittee may have under the law to provide services through the fiber optic infrastructure pursuant to state or federal laws, rules or regulations. Permittee shall be subject to any future taxes, fees or charges that the CITY lawfully imposes on the fiber optics infrastructure and fiber optic services in the future, including, but not limited to a rental or other charge for use of the public right of way and/or a utility user tax. Nothing herein shall affect in any way CITY's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Permittee. Nothing herein is intended to impose regulations or conditions on Permittee that CITY is preempted from imposing by state or federal laws.

REMOVAL AND RELOCATION

12. Permittee shall remove or relocate, without cost or expense to CITY, any of its Fiber Optic Network Facilities installed, used and maintained under this Agreement if and when made necessary by any change of grade, alignment or width of any street, sidewalk or other public facility, including the construction, maintenance or operation of any underground or aboveground facilities by CITY. In the event all or any portion of said Public Right-of-Way occupied by said Fiber Optic Network Facilities shall be needed by CITY, or in the event the existence of said Fiber Optic Network Facilities shall be considered detrimental to governmental activities, including but not limited to, interference with CITY construction projects, or is in conflict vertically and/or horizontally with any proposed CITY installation, Permittee shall remove and relocate said Fiber Optic Network Facilities to such other location or locations on said Public Right-of-Way as may be designated by CITY. Said removal or relocation shall be completed within one hundred twenty (120) days of notification by CITY unless exigencies dictate a shorter period for removal or relocation. In the event said Fiber Optic Network Facilities are not removed or relocated within said period of time, CITY may cause the same to be done at the expense of Permittee and Permittee shall reimburse the CITY any and all expenses, including administrative overhead. If Permittee shall fail to vacate or otherwise remove the Facilities

as required by CITY, CITY shall be entitled to vacate or otherwise remove the Facilities at Permittee's sole cost and expense. CITY shall not be required to salvage, store, or return to Permittee any Facilities, or parts thereof, that it vacates or otherwise removes pursuant to this paragraph. As used in this paragraph only "CITY" shall include any Agency having a permit or jurisdiction to place Facilities within the Public Right-of-Way. In case of conflict, approval from CITY to proceed shall be mandatory.

13. Should CITY intend to authorize or permit installations of a third party (not including any CITY-owned installations) to Public Right-of-Way jointly used under this Agreement and should the proposed installation of such third party require the rearrangement of any Permittee Fiber Optic Network Facilities, CITY shall condition third party installations to provide such third party pay the reasonable cost of rearranging the Fiber Optic Network Facilities before authorizing or permitting the third party installations. Such third party shall be required to insure that Permittee Fiber Optic Facilities are not interrupted during the installation of their Facilities.

14. Permittee shall, at its sole cost and expense, replace aerial and/or aboveground Fiber Optic Network Facilities, if any, with underground facilities in accordance with the same rules promulgated by the California Public Utilities Commission that are applicable to Pacific Bell or Pacific Gas and Electric Company, as now existing or hereinafter amended.

15. If any portions of the Fiber Optic Network Facilities covered under this Agreement are no longer used by Permittee, or are abandoned for a continuous period in excess of six (6) months, Permittee shall notify CITY and shall either promptly vacate and remove the Facilities at its own expense or, at CITY's discretion, may be allowed to abandon some or all of the Facilities in place. If Permittee is permitted by CITY to abandon its Facilities in place, any such abandoned Facilities shall be deemed conveyed to CITY and Permittee shall have no further obligation to remove, relocate or maintain said Facilities; *provided, however*, that nothing herein shall affect Permittee's obligation to perform any repairs required under Paragraph 8 of this Agreement. Unless specifically permitted in writing by CITY to remain in place, which permission shall not be unreasonably withheld or delayed, all boxes or other Facilities exposed to the surface will be required to be removed and the surface restored.

16. When removal or relocation is required under this Agreement, Permittee shall, after the removal or relocation of the Fiber Optic Network Facilities, at its own cost, repair and return the Public Right-of-Way on which the Facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by CITY according to its standard practice. Should Permittee remove the Fiber Optic Network Facilities from the Public Right-of-Way, Permittee shall, not less than ten (10) days before such removal, give notice thereof to CITY specifying the right-of-way affected and the location thereof, as well as the preferred date of removal. Before proceeding with removal or relocation work, Permittee shall obtain an Encroachment Permit from the CITY. If Permittee does not return the affected site to a safe and satisfactory condition, then CITY shall have the option to perform or cause to be

performed such reasonable and necessary work on behalf of Permittee and charge the actual costs incurred to Permittee. Upon the receipt of a demand for payment by CITY, Permittee shall reimburse CITY for such costs.

ENCROACHMENT PERMIT AND FEES

17. Permittee shall apply for a project specific Encroachment Permit for all work within the Public Right-of-Way and any other regulatory permits. Permittee shall furnish detailed plans of the work prepared by a registered professional engineer licensed in the State of California and other such information as required by the Director of Public Works, including a detailed map showing the layout of the proposed Facilities and all existing facilities located in or immediately adjacent to the area subject to the Encroachment Permit. Prior to issuance of the permit, Permittee shall pay or deposit with CITY all applicable costs such as processing fees, field marking, plan review, engineering and inspection fees related to the proposed work, and CITY's actual legal fees in accordance with the rates in effect at the time. All work within the Public Right-of-Way shall be performed by Contractor in accordance with the plans and specifications approved by the CITY Engineer, and in compliance with all general and specific conditions set forth in the Encroachment Permit and all conditions and requirements contained in this Agreement.

18. The Encroachment Permit shall set forth the description of the Fiber Optic Network Facilities to be installed and the Public Right-of-Way in which such Facilities are to be located. In addition to the CITY Municipal Code street opening permit general conditions, CITY shall establish reasonable construction-related conditions and specifications, and these shall also be set forth in the Encroachment Permit. Permittee shall utilize contractors licensed in the State of California to accomplish any work. Permittee and any of its agents working in the CITY shall obtain a current CITY business license. Upon the completion of construction work, Permittee promptly shall furnish to CITY accurate "as-built" plans and record drawings prepared and certified by a registered professional engineer licensed in the State of California showing in detail, to the reasonable satisfaction of the Director of Public Works, the exact location, depth, and size of the Facilities in the Public Right-of-Way, including, without limitation, the profiles of all street crossings. These plans and drawings shall be incorporated in one (1) set of 3 mil minimum thickness, good quality transparent mylar drawings. Permittee shall furnish to CITY electronic disks which utilize AutoCAD or Geographic Data Systems software containing the full set of plans and record drawings. To the extent directional boring or other similar methods are used to construct or install the Facilities, Permittee also shall pothole all CITY mains and customer services lines prior to crossing over, under, or between such Underground Facilities. Permittee shall identify the Fiber Optic Network Facilities installed in each Public Right-of-Way by means of an identification method mutually agreed upon by CITY and Permittee. Such identification shall be detectable from ground level without opening the street.

PERFORMANCE BOND

19. Prior to the issuance of an Encroachment Permit, Permittee shall provide CITY with a performance bond naming CITY as obligee in the amount equal to one hundred percent (100%) of the cost of the work to be performed by or on behalf of Permittee within and affecting the Public Right-of-Way to guarantee and assure the faithful performance of Permittee's obligations under this Agreement. The performance bond shall be governed under the laws of the State of California and shall be issued by a surety registered and qualified to do business in California. CITY shall have the right to draw against the surety bond in the event of a default by Permittee or in the event that Permittee fails to meet and fully perform any of its obligations under this Agreement; provided that Permittee is first given written notice of any intent to draw against the bond and an opportunity to cure. Following completion of the work by Permittee, and its inspection and acceptance by the Public Works Director, the performance bond shall remain in effect to the extent of ten percent (10%) of the cost of the work to guarantee and assure the faithful performance of Permittee's obligations under this Agreement for a period of one (1) year from the CITY's acceptance of the work. CITY shall have the right to draw against the bond in the event of a default by Permittee or in the event that Permittee fails to meet and fully perform any of its obligations. The form and content of the performance bond, and the surety issuing such bond, shall be subject to approval by CITY.

DAMAGE TO FACILITIES IN PUBLIC RIGHT-OF-WAY OR ON PRIVATE PROPERTY

20. Permittee shall be responsible for any damage to CITY street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements to the extent attributable to its installation, maintenance, repair or removal of its Fiber Optic Network Facilities in Public Right-of-Way and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the approval of CITY.

Any premature deterioration of the surface or subsurface improvements, as determined by CITY, shall be the responsibility of Permittee to the extent attributable to Permittee's activities. This responsibility shall survive this Agreement or any abandonment of the Facilities for a period of two (2) years from the date of Permittee's most recent installation of or improvements on the Facilities. Permittee shall commence the performance of all necessary repairs immediately upon receipt of written notice from the CITY to do so and shall cause the same to be completed within a reasonable period of time; however, under no circumstances may such period of time exceed thirty (30) days. In the event the repairs are not made in the manner and within the time prescribed herein, the CITY may elect to perform the repair work and charge all costs incurred by CITY in connection therewith to Permittee.

21. If the Public Right-of-Way to be used by Permittee has preexisting installation(s), Permittee shall assume the responsibility to verify the location of the preexisting installation and notify CITY and any third party of Permittee's proposed installation. The cost of any work required of such third party or CITY to provide adequate

space or required clearance to accommodate Permittee's installation shall be borne solely by Permittee.

PARTICIPATION WITH OTHER UTILITIES

22. Permittee agrees to cooperate in the planning, locating and constructing of its Fiber Optic Network Facilities in joint utility trenches or common duct banks with other similar utilities and to participate in cost-sharing for the joint trench and ducts, when such joint utility installations are being planned for or such opportunities exist in any area; provided that such activities do not impair or disrupt Telecommunications Services of Permittee.

RECORDS AND FIELD LOCATIONS

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

24. Permittee shall maintain accurate maps and improvement plans of said Fiber Optic Network Facilities located within the CITY. The maps and plans are to accurately show in detail the location, size, depth and description of all facilities as constructed. Prior to CITY acceptance of the work, Permittee shall deliver to the office of the Public Works Department free of charge, and at any subsequent time, upon reasonable request, to other third parties interested in performing work within Public Right-of-Way for a reasonable charge upon request and within thirty (30) days after such request, such maps and plans of all Fiber Optic Network Facilities installed within said Public Right-of-Way. When required by the CITY for the purpose of confirming the location of Facilities to accomplish the design or construction of public facilities, Permittee shall, at its sole cost and expense, expose by potholing to a depth of one (1) foot below the bottom of its subsurface Fiber Optic Network Facilities, within thirty (30) days of receipt of a written request from CITY to do so.

LOCATOR WIRE

25. Permittee shall install a locator wire in conjunction with its construction of the Fiber Optic Network Facilities pursuant to this Agreement.

HOLD HARMLESS AND INDEMNIFICATION

26. Permittee, for itself, its successors, agents, contractors and employees, hereby agrees to hold harmless, defend (with counsel satisfactory to CITY) and indemnify CITY, and its officers, officials, volunteers, employees and agents (all of the above hereinafter collectively, known as "Indemnitees"), from and against all claims, cause of actions, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorney's fees and consulting, engineering

and construction costs) for actual loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party) ("Liability") when caused by, arising out of or related to the activities or Facilities described in this Agreement. The duty of Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. It is the express intent of the parties that Permittee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of CITY, Permittee or any subcontractor or employee of any of these, except to the extent the Liability was the result of the negligence, willful misconduct or criminal acts of the CITY, its directors, officers, officials, employees and agents.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Public Right-of-Way attributable to Permittee's use or occupancy, Permittee at its expense, shall clean all affected property to the reasonable satisfaction of CITY and any governmental body having jurisdiction. Removal and disposal of all excavation materials, hazardous, toxic, or not, shall be the sole responsibility of Permittee.

Permittee shall indemnify, hold harmless and defend Indemnitees (with counsel satisfactory to CITY) against all claims, courts or administrative proceedings seeking to impose liability on CITY as a result of Permittee's breach of this section or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such Liability, cost or expense arises during or after the term of this Agreement.

The obligations of Permittee under this Section 26 to indemnify and hold harmless shall survive termination of this Agreement.

27. Except to the extent of CITY's gross negligence, willful misconduct or criminal acts, under no circumstances shall the CITY be liable or otherwise responsible to Permittee or its customers for any loss of service, downtime, lost revenue or profits, third-party damages, or any other damage, loss or liability of any kind occurring by reason of anything done or omitted to be done by CITY or by any third party, including, without limitation, damages, losses, or liability arising from the issuance or approval by CITY of a permit to any third party or any interruption in Telecommunications Services.

INSURANCE

28. Any person, firm or corporation Permittee authorizes to work upon the Public Right-of-Way, including any subcontractor, shall be deemed to be Permittee's agent and shall be subject to all the applicable terms of this Agreement and the Encroachment Permit issued pursuant hereto. Prior to entry upon the Public Right-of-Way by such agents, Permittee shall provide CITY with satisfactory evidence (e.g., in the form of a Certificate of Insurance) that it and its contractors or other agents who will obtain access to the Public Right-of-Way pursuant to this Agreement or the Encroachment Permit are insured in accordance with the following, which insurance shall remain in effect throughout the term of this Agreement and shall be at the sole cost and expense of Permittee (or its agents).

Prior to the start of the work or entry onto the Public Right-of-Way, Permittee agrees to procure and maintain, and to require its contractor(s) to procure and maintain, at its (or its contractors') sole cost and expense (and to prove to CITY's reasonable satisfaction that it remains in effect throughout the work), the kinds of insurance described below:

a. Workers' Compensation and Employers' Liability Insurance.

Permittee shall secure the payment of Workers' Compensation in accordance with the provisions of Section 3700 of the California Labor Code (and any amendments thereto or successor acts or statutes) and Permittee shall furnish CITY with a certificate evidencing such coverage together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against a liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work under this Agreement."

The Permittee shall also maintain Employer's Liability coverage with minimum limits of \$2,000,000.

Whether FELA or Workers' Compensation applies, Permittee shall furnish the CITY with the Certificate(s) of Insurance required hereunder prior to the commencement of work. The Certificate shall also provide that Permittee's policy will not be canceled or have coverage reduced without thirty (30) days prior written notice.

b. Commercial General Liability Insurance.

Permittee shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance which shall include as additional insureds the CITY, and its elected and appointed councilmembers, directors, officers, officials, employees and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Insurance shall provide bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; explosion, collapse, and underground coverage, products and completed operations, and broad form property damage.

Prior to commencing work or entering onto the Property, Permittee shall file an endorsement and Certificate(s) of Insurance with the CITY evidencing

coverage, and upon request, a certified duplicate original of the policy. Each Certificate shall indicate that the insurance policy provides or has been endorsed to provide:

(1) That the insurance company issuing such policy shall give written notice to the CITY of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation; and

(2) That the policy is Primary Insurance and the insurance company providing such policy shall be liable thereunder for the full amount of any loss or claim which Permittee is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the CITY; and

(3) The policy shall also stipulate: Inclusion of the CITY as an additional insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Permittee. Said policy shall protect Permittee and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

c. Automobile Liability Insurance.

Permittee shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance. Such insurance shall include as an additional insured the CITY, and their respective officers, officials, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

d. Property Insurance.

Permittee shall, at its own cost and expense, procure and maintain property insurance to protect its interest in the equipment to be used in performance of this Agreement and the CITY's interest in materials or property to be installed, covering all risks of physical loss or damage to such equipment. The coverage under such policy shall have limits of liability adequate to protect the value of the equipment and property to be installed. If desired, Permittee may choose to self-insure this exposure, but in no instance shall the CITY be responsible for such loss or damage, unless caused by its sole negligence.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Permittee's personnel and equipment have

been removed from the Public Right-of-Way, and the work has been formally accepted by the CITY. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy(ies) shall provide that:

(1) Policy retroactive date coincides with or precedes Permittee's start of work (including subsequent policies purchased as renewals or replacements).

(2) Permittee will make every effort to maintain similar insurance during the term of the Agreement following project completion, including the requirement of adding all additional insureds.

(3) If insurance is terminated for any reason, Permittee agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

(4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

In addition to the requirements described above, Permittee shall comply with any additional coverages required by federal, state or local laws, rules and regulations. Permittee and/or its contractors shall obtain all permits, and other forms or documentation which are required and forward them to the CITY with the required evidence of insurance.

All policies will be issued by insurers acceptable to the CITY. Upon evidence of financial capacity satisfactory to CITY, Permittee's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

29. Insurance Companies: Insurance companies must be admitted in California, be in good standing with the California Department of Insurance and have an A.M. Best's rating of at least A:VI (or equivalent).

30. Deductible and Self-Insured Retentions and Proof of Insurance: Prior to the commencement of work under this Agreement, any deductibles or self-insured retentions must be stated on Certificate(s) of Insurance, and the Certificate(s) of Insurance must be sent to and approved by CITY.

NOTIFICATIONS

31. Permittee shall, prior to the issuance of an Encroachment Permit or consistent with other provisions of the Encroachment Permit, certify to CITY that it has provided or will provide written notification of its intent to perform work to the property owners, residents and business operators of all properties adjacent to streets and/or

right(s)-of-way where Permittee will be excavating. Unless otherwise agreed by CITY, said notice, shall be mailed to the property owner as listed on the most recent assessor's tax roll at least seven (7) days prior to the issuance of an Encroachment Permit, and delivered to the residents and business operators.

ASSIGNMENT

32. This Agreement shall not be assignable by Permittee without the explicit written approval of CITY, which approval shall not be unreasonably withheld, provided, however, that Permittee may assign the rights granted herein to a parent, successor, subsidiary or affiliate of Permittee now or hereinafter existing, by only providing notice to CITY of such assignment. However, this Agreement shall be binding on successors and assigns and shall be disclosed to assignee. Assignee shall unconditionally acknowledge Agreement in writing within ninety (90) days of assignment or it terminates without further action.

ENTIRE AGREEMENT

33. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreement or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

SEVERABILITY

34. If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

THIRD-PARTY MODIFICATIONS

35. This Agreement shall be subject to such changes or modifications as may be required or authorized by any regulatory body or commission in the exercise of its lawful jurisdiction and any modification, revision, renewal, or extension of this Agreement shall so state.

TERMINATION

36. This Agreement may be terminated by CITY for failure, neglect or refusal by Permittee to fully and promptly comply with any and all of the conditions of this Agreement, or for nonuse of the Facilities, upon thirty (30) days written notice, unless Permittee

confirms within thirty (30) days of receipt of the notice that the cited condition has ceased, been corrected or, subject to CITY's agreement, is diligently being pursued by Permittee.

37. This Agreement may be terminated by CITY upon thirty (30) days written notice to Permittee if CITY determines that the provisions herein interfere with the use or disposal of said Public Right-of-Way or any part thereof by CITY. Where only a portion of Permittee's Fiber Optic Network Facilities interferes with the use or disposal of said Public Right-of-Way, CITY, at its sole discretion, may elect to require Permittee to relocate the said portion in accordance with this Agreement.

38. Upon termination of this Agreement, and upon written request by CITY, Permittee, at its own cost and expense, agrees to remove or, at CITY's discretion, abandon in place some or all of its Fiber Optic Network Facilities from the Public Right-of-Way and restore the Public Right-of-Way as set forth in the Removal and Relocation provisions of this Agreement. Should Permittee in such event fail, neglect or refuse to make such removals or restoration within ninety (90) days of CITY's written request, at the sole option of CITY, such removal and restoration may be performed by CITY at the expense of Permittee, which expense Permittee agrees to pay to CITY upon demand.

NOTICE

39. Permittee's Network Operations Control Center shall be available to CITY staff 24 hours a day, 7 days a week, regarding problems or complaints resulting from the facilities installed pursuant to this Agreement and may be contacted by telephone at:

(866) 236-2824
ncc@zayo.com

regarding such problems or complaints. Permittee shall designate a person in California who is authorized to accept service of process on behalf of Permittees follows:

CT Corporation System
818 West Seventh Street
Suite 930
Los Angeles, CA 90017

40. All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail, or by private delivery systems, or by facsimile if followed by United States mail, or by private delivery systems as follows:

To CITY at:	City of Foster City
Attention:	Public Works Director
	610 Foster City Blvd.
	Foster City, CA 94404
	Fax Number: (650) 345-4626

To
Attention: Zayo Group, LLC
Office of the General Counsel
1805 29th St., Suite 2050
Boulder, CO 80301

With a Copy To: Zayo Group, LLC
Mr. Randy Whitehead, Director of Underlying Rights
Law Department
Zayo Group, LLC.
1805 29th St., Suite 2050
Boulder, CO 80301
Tel: (720) 549-2292

ATTORNEY'S FEES AND LITIGATION

41. In the event of litigation between the Parties hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

42. All actions involving this Agreement shall be brought and pursued in the Superior Court of California in and for the County of San Mateo. Each party hereto agrees to stipulate and execute such documents as may be necessary to carry out the provisions of this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY

City of Foster City

By: _____

Title: _____

ATTEST:

Priscilla Tam, City Clerk

APPROVED AS TO FORM:

Jean B. Savaree, City Attorney

PERMITTEE

Zayo Group, LLC

By: 

Title: Corp. General Counsel



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jeff Moneda, Public Works Director/District Engineer

SUBJECT: SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A
HIGHWAY PROGRAM – GRANT APPLICATIONS

RECOMMENDATION

It is recommended that the City Council adopt the attached resolutions authorizing:

1. The submittal of grant applications to the San Mateo County Transportation Authority (TA) for the 2017 Measure A Highway Program for the US-101/SR-92 Interchange Area Improvement Project Initiation Document (PID) in an amount of \$630,000; and for the US-101/SR-92 Direct Connector Project Initiation Document in an amount of two million dollars (\$2 million); and
2. The City Manager to execute funding agreements with the TA for the City of Foster City to receive any Measure A Highway Program funds awarded; and
3. A commitment of \$46,500 total in matching funds to support the grant applications; and
4. Staff to commence work on the PID for the two proposed projects within one year of receiving an award of Measure A Highway Program Funds.

EXECUTIVE SUMMARY

On October 9, 2017, the TA released a Call for Projects for grant funding from the Measure A Highway Program. The Cities of San Mateo and Foster City have met with the TA to discuss the proposed US-101/SR-92 Interchange Area Improvement PID and US-101/SR-92 Direct Connect PID projects. The Cities of San Mateo and Foster City are submitting the applications as joint sponsors and are requesting the TA be the

implementing agency if the grants are awarded. If approved by the City Council, the execution of the attached resolutions will complete the submittal of the grant applications.

BACKGROUND

The US-101/SR-92 interchange has been identified as a congested area of the commute corridor. In 2013, the Metropolitan Transportation Commission prepared the US-101/SR-92 Interchange Area Study. This study forecasted that the interchange would experience significant increases in congestion and delay by 2020. In 2016, the US-101/SR-92 Interchange Preliminary Planning Study (PPS), co-sponsored by the TA and City/County Association of Governments of San Mateo County (C/CAG), evaluated several short-term and long-term design alternatives intended to reduce delay and improve traffic operations at the interchange. A 2017 assessment of the State Highway System, performed by the TA and C/CAG, demonstrated that many highway segments in close proximity to the US-101/SR-92 interchange are among the worst performing segments in San Mateo County in regards to total delay.

In accordance with Caltrans procedures, following preparation of the PPS, the next phase in development of the project is to prepare a PID. The PID phase studies the preferred design alternatives and then proceeds to the Project Approval and Environmental Document phase, which develops consensus on the preferred design alternative(s) and conducts formal environmental review in accordance with the California Environmental Quality Act (CEQA).

ANALYSIS

The TA released a Call for Projects for grant funding from the Measure A Highway Program on October 9, 2017. The Highway Program is focused on projects which remove bottlenecks in the most congested commute corridors, reduce congestion, and improve traffic flow along critical congested commute corridors. The program is based on the Short Range Highway Plan, adopted in October 2011, and contains funds from both the 1988 and 2004 Measure A Highway Programs. The projected available grant funding for this cycle is \$75 million. Grant applications were due on November 20, 2017, but the TA has allowed applicants to submit the required resolutions of support after the grant application due date.

The Cities of San Mateo and Foster City are submitting the applications as joint sponsors and are requesting the TA to be the implementing agency. In order to streamline project delivery, the short-term alternatives will be studied through the US-101/SR-92 Interchange Area Improvements Project and the long-term alternatives through the US-101/SR-92 Direct Connector Project. All proposed projects cause direct traffic impacts to both Cities.

US-101/SR-92 Interchange Area Improvement Project

PPS Alternative 7A	Add a High-Occupancy-Vehicle (HOV) preferential lane to the existing 1-lane loop connector from westbound SR-92 to southbound US-101. The connector will be widened and metered prior to merging on the US-101.
PPS Alternative 8A	Elimination of inside lane merge and quick merge between the northbound and southbound US-101 ramps to eastbound SR-92, and add mainline eastbound SR-92 capacity between the US-101 on-ramps and Mariners Island Blvd.
US-101 (southbound) Fashion Island Blvd. Exit Ramp Modification	Modify striping at the southbound US-101 exit onto Fashion Island Blvd. to deter drivers from illegally crossing the white gore between the Fashion Island Blvd. exit and the SR-92 ramps to bypass queuing.
US-101 (northbound) Hillsdale Blvd. Exit Ramp Modification and Widening	Widen the middle portion of the northbound US-101 ramp onto Hillsdale Blvd. from 2 to 3 lanes, without increasing the number of lanes exiting northbound US-101 (2) or approaching the signalized intersection at Hillsdale Blvd. (4).

US-101/SR-92 Direct Connector Project

PPS Alternative 2X	Add HOV direct connectors from westbound SR-92 to northbound and southbound US-101.
PPS Alternative 8X	Elimination of inside lane merge and quick merge between the northbound and southbound US-101 ramps, and add mainline eastbound SR-92 capacity between the US-101 on-ramps and Foster City Blvd.

Each project will undergo separate PID processes, which are estimated to cost a total of \$700,000 for the short-term alternative projects and \$2.23 million for the long-term alternative projects. The long-term alternatives are expected to require a longer

evaluation period and a substantial additional scope of work. The TA as the grant administrator requires a local match of 10% by the sponsors. The Cities of San Mateo and Foster City have agreed to share the 10% required local match equally for the PID phase.

Staff proposes to submit a grant application requesting \$630,000 for the US-101/SR-92 Interchange Area Improvement PID to study short-term improvements and commit \$35,000 in local match funds with the City of San Mateo agreeing to contribute the remaining \$35,000. A proposed resolution supporting this application is included as Attachment 1.

Staff also proposes to submit a separate grant application requesting two million dollars (\$2 million) for the US-101/SR-92 Direct Connector PID to study long-term improvements and commit \$11,500 in local match funds with the City of San Mateo agreeing to also contribute \$11,500. The Cities of San Mateo and Foster City will seek alternative funding sources for the remainder of the required local match funding. A proposed resolution supporting this application is included as Attachment 2.

If the grant applications are awarded, the Cities of San Mateo and Foster City will need to execute a funding agreement for each project. A funding agreement template is included as Attachment 3.

FISCAL IMPACT

It is recommended that the City of Foster City make a total commitment of \$46,500 from the Community Benefit Fund towards its share of local match for these two respective grant applications.

ENVIRONMENTAL DETERMINATION

In accordance with CEQA Guideline Section 15378(b)(4), the adoption of the resolution authorizing the City Manager to submit a grant application is not a project subject to CEQA because it is a fiscal activity that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. A formal environmental review of the physical improvements of the project will be performed at the future Project Approval and Environmental Document phase.

Attachments:

- Attachment 1 – Resolution for the US-101/SR-92 Interchange Area Improvement Project
- Attachment 2 – Resolution for the US-101/SR-92 Direct Connector Project
- Attachment 3 – Funding Agreement Template

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
SUPPORTING THE US-101/SR-92 INTERCHANGE AREA IMPROVEMENT PROJECT
AND AUTHORIZING SUBMITTAL OF AN APPLICATION FOR MEASURE A
HIGHWAY PROGRAM FUNDING

CITY OF FOSTER CITY

WHEREAS, the US-101/SR-92 interchange is in a congested area of the commute corridor; and

WHEREAS, the US-101/SR-92 Interchange Area Improvement Project would reduce congestion and improve overall throughput along this critical congested commute; and

WHEREAS, it will cost \$700,000 to prepare the US-101/SR-92 Interchange Area Improvement Project Initiation Document; and

WHEREAS, the City of Foster City wishes to co-sponsor the preparation of the US-101/SR-92 Interchange Area Improvement Project Initiation Document with the City of San Mateo; and

WHEREAS, the Cities of San Mateo and Foster City seek \$630,000 for the US-101/SR-92 Interchange Area Improvement Project Initiation Document; and

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 25 years, with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

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

WHEREAS, the TA issued a Call for Projects for the Measure A Highway Program funds on October 9, 2017; and

WHEREAS, the TA requires applicants for Measure A funds to submit a resolution in support of the application, in this case for \$630,000 in Measure A Highway Program funds for the US-101/SR-92 Interchange Area Improvement Project Initiation Document; and

WHEREAS, the TA also requires applicants to submit a resolution committing to the completion of the proposed project scope, in this case preparing the US-101/SR-92 Interchange Area Improvement Project Initiation Document; and

WHEREAS, if the TA Board awards Measure A Highway Program funds to the US-101/SR-92 Interchange Area Improvement Project Initiation Document, the TA will require that the City commence work on preparing the Project Initiation Document within one year of TA Board action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby:

1. Directs staff to submit an application for TA Measure A Highway Program funds in the amount of \$630,000 for the US-101/SR-92 Interchange Area Improvement Project Initiation Document;
2. Authorizes the City Manager to execute a funding agreement with the San Mateo County Transportation Authority for the City of Foster City to receive any Measure A Highway Program funds awarded;
3. Commits \$35,000 in the City matching funds for the completion of the US-101/SR-92 Interchange Area Improvement Project Initiation Document, if awarded the requested TA Measure A Highway Program funds; and
4. Directs the City to commence work on the Project Initiation Document for the US-101/SR-92 Interchange Area Improvement Project within one year of receiving an award of Measure A Highway Program Funds.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
SUPPORTING THE US-101/SR-92 DIRECT CONNECTOR PROJECT AND
AUTHORIZING SUBMITTAL OF AN APPLICATION FOR MEASURE A HIGHWAY
PROGRAM FUNDING

CITY OF FOSTER CITY

WHEREAS, the US-101/SR-92 interchange is in a congested area of the commute corridor; and

WHEREAS, the US-101/SR-92 Direct Connector Project would reduce congestion and improve overall throughput along this critical congested commute; and

WHEREAS, it will cost \$2,230,000 million to prepare the US-101/SR-92 Direct Connector Project Initiation Document; and

WHEREAS, the City of Foster City wishes to co-sponsor the preparation of the US-101/SR-92 Direct Connector Project Initiation Document with the City of San Mateo; and

WHEREAS, the Cities of San Mateo and Foster City seek \$2,000,000 for the US-101/SR-92 Direct Connector Project Initiation Document; and

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 25 years, with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

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

WHEREAS, the TA issued a Call for Projects for the Measure A Highway Program funds on October 9, 2017; and

WHEREAS, the TA requires applicants for Measure A funds to submit a resolution in support of the application, in this case for \$2,000,000 in Measure A Highway Program funds for the US-101/SR-92 Direct Connector Project Initiation Document; and

WHEREAS, the TA also requires applicants to submit a resolution committing to the completion of the proposed project scope, in this case preparing the US-101/SR-92 Direct Connector Project Initiation Document; and

WHEREAS, if the TA Board awards Measure A Highway Program funds to the US-101/SR-92 Direct Connector Project Initiation Document, the TA will require that the City commence work on the preparing the Project Initiation Document within one year of TA Board action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby:

1. Directs staff to submit an application for TA Measure A Highway Program funds in the amount of \$2,000,000 for the US-101/SR-92 Direct Connector Project Initiation Document;
2. Authorizes the City Manager to execute a funding agreement with the San Mateo County Transportation Authority for the City of Foster City to receive any Measure A Highway Program funds awarded;
3. Commits \$11,500 in the City matching funds for the completion of the US-101/SR-92 Direct Connector Project Initiation Document, if awarded the requested TA Measure A Highway Program funds; and
4. Directs the City to commence work on the Project Initiation Document for the US-101/SR-92 Direct Connector Project within one year of receiving an award of Measure A Highway Program Funds.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

FUNDING AGREEMENT
SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A FUNDS

[NAME/TITLE OF CAPITAL PROJECT BEING FUNDED]

This Funding Agreement (Agreement) is made this ____ day of _____, 20[XX] (Execution Date) by and between the San Mateo County Transportation Authority (TA) and the [Project Sponsor] (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

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

AND/OR

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

WHEREAS, on [Date], the TA issued a call for projects for the Highway Program; and

WHEREAS, in response to the call for projects, Sponsor requested that the TA provide [\$AMOUNT] in Measure A funds for the [Project NAME/TITLE] (Project); and

WHEREAS, the Project meets the intent of the [1988 Transportation Expenditure Plan AND/OR 2004 Transportation Expenditure Plan] and the TA's Strategic Plan 2014-2019; and

WHEREAS, on [DATE] and [DATE], respectively, the TA's Board of Directors programmed and allocated up to [\$AMOUNT] from the New Measure A [Highway Program Category] (hereinafter "Measure A Funds") for the [PHASE(S)] phase (Scope of Work) of/for the Project through Resolution XXXX-XX and YYYY-YY; and

[If applicable] **WHEREAS**, as part of the allocated \$XXX,XXX, up to \$YYY,YYY may be provided in the form of TA staff or consultant support for the Scope of Work; and

WHEREAS, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measure A funds on the Project.

Now therefore, the Parties agree as follows:

[MONTH/YEAR] HIGHWAY PROGRAM 2017 CALL FOR PROJECTS
San Mateo County Transportation Authority/[SPONSOR]

SECTION 1: Scope of Work Oversight and Reporting

1.1 Sponsor Oversight; Work Plan. Sponsor is responsible for the completion of the Scope of Work as described in Exhibit A, "Scope of Work Information," which is attached to this Agreement and incorporated herein by this reference. Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. Sponsor will oversee completion of the Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but Sponsor remains responsible to the TA for the completion of the Scope of Work.

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

1.3 Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any change orders. As the Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements (Section 1.4). Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in Section 2.1 of this Agreement.

1.4 Progress Reports. Sponsor will prepare and submit to the TA monthly progress reports during the entire term of the Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 2.1, below) projected to be expended during the next three months; and

- e) Any other information requested by the TA.

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

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

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

1.7 Audits.

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

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

SECTION 2: Funding and Payment [[Option A: No specified match required, no pro rata language]]

2.1 Funding Commitment. The TA allocates to Sponsor up to [\$AMOUNT] for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs) as provided in this Section 2. Sponsor will contribute, or provide for the contribution of, the entire amount in excess of [\$AMOUNT] needed to complete the Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

Sponsor will assess and confirm its ability to complete the Scope of Work within budget as part of the monthly reporting requirements established in Section 1.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete the Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in Section 3.4 of this Agreement upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the Scope of Work.

2.2 Use of Funds.

- a) Measure A Funds shall be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
 - i. Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
 - ii. Costs directly tied to the implementation of the Scope of Work as more specifically defined in Exhibit C, "Definitions of Eligible Costs for Reimbursement," which is attached to this Agreement and incorporated herein by this reference;

- iii. Sponsor staff time for Scope of Work implementation;
 - iv. Project administration costs for the Scope of Work under this Agreement.
- b) The following costs are not eligible for Measure A Highway Funds reimbursement:
- i. Sponsor's costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;
 - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs [*Option*: except as specifically identified in the Scope of Work]; and
 - iv. Development of proposals, applications or agreements for Measure A or other funding programs.
- c) Eligible costs are defined in greater detail in Exhibit C, "Definitions of Eligible Costs for Reimbursement." If Sponsor wishes to undertake items of work not covered under the Scope of Work concurrent with performing the Scope of Work, the cost for including and undertaking the additional work shall be segregated, and the costs borne exclusively by the Sponsor from a non-Measure A Highway Program funding source(s). In the event that an activity is not listed in Exhibit C, but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- d) Sponsor agrees that it shall use funds provided pursuant to this Agreement to supplement existing revenue, that funds provided pursuant to this Agreement may not be used to replace other local taxes or revenues already programmed and available for use for the same purpose, and that the Sponsor will use funds provided pursuant to this Agreement only for the Scope of Work.

If the TA determines that the Sponsor has used funds provided pursuant to this Agreement other than for the approved Scope of Work, the TA will notify Sponsor of its determination. The Sponsor shall, within thirty (30) days of notification of the TA's determination, either (i) repay such funds to the TA, or (ii) provide to the TA an answer detailing the Sponsor's understanding of how the funds in question were spent for the approved Scope of Work, to which the TA will respond within thirty (30) days of receipt. The TA's response will be final, unless otherwise stated in the response, and the Sponsor shall repay any funds determined to have been used other than for the approved Scope of Work within thirty (30) days.

2.3 Reimbursement Basis. Sponsor may seek reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Sponsor prior to requesting reimbursement from the TA. Sufficient documentation

must accompany all requests for reimbursement, including the submittal of all due monthly progress reports.

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

2.5 Invoices; Payments.

- a) Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
 - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
 - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual;
 - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
 - iv. Copy of the offer package provided to the property owner(s);
 - v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
 - vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:

- i. Copy of the fully executed purchase and sale agreement;
 - ii. Copy of an executed and recorded deed[, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual];
 - iii. Copy of the Policy of Title insurance; and
 - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
- i. Copy of the recorded Final Order of Condemnation; and
 - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and Scope of Work Costs to be borne by the TA with each reimbursement request.
- f) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in Section 2.1. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this section is conditioned upon the TA's prompt receipt of monthly progress reports from Sponsor pursuant to Section 1.4 above.
- g) Invoices may be submitted, no more frequently than once a quarter, by mail to:

Accounts Payable
 San Mateo County Transportation Authority
 1250 San Carlos Avenue
 San Carlos, CA 94070

Or by e-mail to: accountspayable@samtrans.com

SECTION 2: Funding and Payment [[Option D: Sponsor providing match for this Scope of Work; pro rata applies to each expenditure]]

2.1 Funding Commitment. The TA allocates to Sponsor up to [\$AMOUNT] for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs) as provided in this Section 2. Sponsor will contribute, or provide for the contribution of, the entire amount in excess of [\$AMOUNT] needed to complete the Scope of Work [and must provide at least [AMOUNT]% of the Scope of Work Costs. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this Agreement

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

Sponsor will assess and confirm its ability to complete the Scope of Work within budget as part of the monthly reporting requirements established in Section 1.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete the Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in Section 3.4 of this Agreement upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the Scope of Work.

2.2 Use of Funds.

- a) Measure A Funds shall be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
 - i. Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
 - ii. Costs directly tied to the implementation of the Scope of Work as more specifically defined in Exhibit C, “Definitions of Eligible Costs for Reimbursement,” which is attached to this Agreement and incorporated herein by this reference;
 - v. Sponsor staff time for Scope of Work implementation;
 - vi. Project administration costs for the Scope of Work under this Agreement.
- b) The following costs are not eligible for Measure A Highway Funds reimbursement:
 - i. Sponsor’s costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;
 - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs [*Option:* except as specifically identified in the Scope of Work]; and
 - iv. Development of proposals, applications or agreements for Measure A or other funding programs.

- c) Eligible costs are defined in greater detail in Exhibit C, “Definitions of Eligible Costs for Reimbursement.” If Sponsor wishes to undertake items of work not covered under the Scope of Work concurrent with performing the Scope of Work, the cost for including and undertaking the additional work shall be segregated, and the costs borne exclusively by the Sponsor from a non-Measure A Highway Program funding source(s). In the event that an activity is not listed in Exhibit C, but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- d) Sponsor agrees that it shall use funds provided pursuant to this Agreement to supplement existing revenue. Sponsor will not use Measure A Funds to replace other local taxes or revenues already programmed and available for use for the same purpose.

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

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

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

2.5 Invoices; Payments.

- a) Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and

must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.

- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
 - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
 - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual;
 - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
 - iv. Copy of the offer package provided to the property owner(s);
 - v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
 - vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:
 - i. Copy of the fully executed purchase and sale agreement;
 - ii. Copy of an executed and recorded deed[, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual];
 - iii. Copy of the Policy of Title insurance; and
 - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
 - i. Copy of the recorded Final Order of Condemnation; and
 - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.

- f) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in Section 2.1. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this section is conditioned upon the TA's prompt receipt of monthly progress reports from Sponsor pursuant to Section 1.4 above.
- g) Invoices may be submitted, no more frequently than once a quarter, by mail to:

Accounts Payable
San Mateo County Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070

Or by e-mail to: accountspayable@samtrans.com

* * * *

SECTION 3: Term

3.1 Term. The term of this Agreement will commence on [Allocation date/ Execution Date] and conclude upon the earliest of: (a) [[EVENT]], (b) the TA's final reimbursement to Sponsor for work performed hereunder, (c) termination by Sponsor or the TA pursuant to this Section 3, or (d) [[DATE – *Time of Performance plus 6 months*]].

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

3.3 Termination by the TA. The TA may terminate this Agreement, with or without cause, by giving ten (10) days' written notice of such termination. If the TA terminates the Agreement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with the Scope of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs. If the TA terminates the Agreement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred by Sponsor up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

3.4 Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to the Scope of Work as established in Section 2.1 above or the conclusion of the Term as defined in Section 3.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if Sponsor identifies a risk of not being able to complete the Scope of Work within budget. If Sponsor cannot provide a credible funding plan acceptable to the TA to fund and complete Scope of Work, the TA may terminate this agreement. If Sponsor identifies a risk of not being able to complete the Scope of Work within budget, failure to report such risk to the TA is cause for termination under Section 3.3.

3.5 Time of Performance. The Scope of Work must be completed no later than [DATE] *[use the following chart to determine the appropriate date:]*

<i>Phase</i>	<i>Upper Duration (months)</i>
<i>Preliminary Planning Study</i>	<i>12</i>
<i>Project Initiation Document</i>	<i>18</i>
<i>Project Approval/Environmental Document</i>	<i>30</i>
<i>Design</i>	<i>36</i>
<i>Construction</i>	<i>42</i>

3.6 Time Extension. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.5, Sponsor must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request, and grant the extension if it is justified in TA's sole and complete discretion. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of the Measure A allocation will be retained by the TA for the Measure A Highway Program.

SECTION 4: Indemnification and Insurance

4.1 Indemnity by Sponsor.

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

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

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

This indemnification shall survive termination or expiration of the Agreement.

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

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

- a) **Minimum Types and Scope of Insurance.** Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.
 - i. **Workers' Compensation and Employer's Liability Insurance.** Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 (one) million. Insurance must include a Waiver of Subrogation in favor of the TA.
 - ii. **Commercial General Liability Insurance.** The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less

than [\$1 (one)/\$5 (five)/ \$10 (ten)]¹ million. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.

- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than [\$1 (one)/\$5 (five)/ \$10 (ten)]¹ million. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
- iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
- v. Professional Liability Insurance. If deemed appropriate by Sponsor or an Entity in consideration of the work required for the Project, insurance should cover each Entity's and any Agent's professional work on the Project. The limit for Professional Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million.
- vi. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If deemed appropriate by Sponsor or an Entity in consideration of the work required for the Project, insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.
- vii. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per

¹ To be customized based on Project phase and cost:

* For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases

* For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases

* For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and Construction Phases

* For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases

occurrence and \$6 million annual aggregate.

- b) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
- c) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

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

- d) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
 - i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
 - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.
 - iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
 - iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- e) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support Section 4.1, Indemnity by Sponsor, of this Agreement does not excuse Sponsor from meeting all obligations of Section 4.1 and the remainder of this Agreement, generally.

Prior to beginning work under this Agreement, Sponsor must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this section.

SECTION 5: Miscellaneous

5.1 Notices. All notices required or permitted to be given under this Agreement, excluding progress reports, the final report, and invoices, must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices are deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Martha Martinez
TA Secretary

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

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

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

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

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

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

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

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

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

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

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

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

5.13 Counterparts. This Agreement may be executed in counterparts.

5.14 Attribution to the TA. Sponsor must include attribution that indicates work was funded with Measure A Funding from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure A Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.

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

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

[SPONSOR]

By: _____

Name: _____

Its: _____

Approved as to Form:

Legal Counsel for the [SPONSOR]

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____

Name: Jim Hartnett

Its: Executive Director

Attest:

Authority Secretary

Approved as to Form:

Legal Counsel for the TA

Exhibit A: Scope of Work Information

Exhibit B: Progress Reporting Template

Exhibit C: Permissible Costs for Reimbursement

Exhibit D: Reimbursement Claim Form

EXHIBIT A: SCOPE OF WORK INFORMATION

[Project Title: Phases/Activities]

Sponsoring Agency: *[Insert Jurisdiction]*

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

Implementing Agency: *[Insert Jurisdiction]*

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

Overall Project Description:

[Describe Project limits, nature of improvements, ultimate Project]

Measure A Funded Scope of Work:

[Description of specific Scope of Work being delivered with the Measure A funds. Attach maps, designs, plans, etc. as appropriate]

Scope of Work Schedule *[add or change milestones/phases for greater detail if applicable]:*

	<u>Begin</u>	<u>End</u>
Planning	MM/YY	MM/YY
Environmental	MM/YY	MM/YY
Design	MM/YY	MM/YY
Right-of-Way	MM/YY	MM/YY
Construction	MM/YY	MM/YY

Scope of Work Budget/ Source of Funding:

Include funding plan for Scope of Work defined above, including use of TA staff and/or consultant support if applicable.

TA Support (if applicable)				
Total:	\$0		\$0	\$0

* The other fund sources are provided for information purposes.

Cash Flow Projection for Measure A Funds only

The cash flow projection is provided for informational purposes only.

Task/Activity	FY12				Subtotal FY12	FY13				Subtotal FY13
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative to Date	\$0	\$0	\$0	\$0	Correct	\$0	\$0	\$0	\$0	Correct

Task/Activity	FY14				Subtotal FY14	FY15	FY16	FY17	Subtotal for FY15-FY17	Project Total
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative to Date	\$0	\$0	\$0	\$0	Correct	\$0	\$0	\$0	Correct	Correct

Operating Responsibility: *[jurisdiction, for post construction conditions]*

Maintenance Responsibility: *[jurisdiction, for post construction conditions]*

Scope of Work Implementation Responsibility: *[i.e. city, consultant, other agency]*

Scope of Work Oversight Responsibility: *[i.e. city, consultant, other agency]*

EXHIBIT B: PROGRESS REPORTING TEMPLATE

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

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

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

1) Scope:

[Describe Scope of Work here, specify Project limits, phases of Project. Identify the Measure A funded components]

Status Summary: [Provide Status]

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

2) Schedule:

Major Milestones:

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

Progress This Reporting Period:

[Describe progress and activities]

Measure A Funds Expended This Reporting Period: \$

Future Activities, Next Reporting Period:

[Describe planned future activities]

Projected Measure A Funds Expenditure Next Reporting Period: \$

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

3) Scope of Work Total Budget:

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

4) Scope of Work Measure A Budget:

	A	B	C	D	E	F
Phase/Activity	Original Measure A allocation (per Funding Agreement)	Current Measure A allocation	Change in Measure A allocation from Approved/Funding Agmt (B-A)	Total Measure A Expended to date	% of current Measure A allocation expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
<i>Total Scope of Work</i>	\$0	\$0	\$0	\$0	#DIV/0!	

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

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

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

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

Submit Progress Reports To: xxxx@samtrans.com or
SMCTA
Planning & Development
1250 San Carlos Avenue
San Carlos, CA 94070

Exhibit C

Definitions of Eligible Costs for Reimbursement

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

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

Design – design activities such as preparation of design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; surveying and mapping; preparation of the plans, specifications and estimate; preparation of bid documents and Project files; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final plans specifications and estimate (PS&E) for bid advertisement and award; and management oversight of these tasks except as limited in Section 2.2 (b) of the Agreement.

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

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

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

Construction – construction expenditures for the Project (construction capital, management and

inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for review and written approval before the TA will reimburse the Sponsor with Measure A Funds.

In addition, Measure A Funds are eligible for reimbursement of Sponsor's Project management oversight expenses associated with the construction of the Project. This would include activities such as construction management inspection, expenses associated with reviewing proposed change orders, and activities involved with submitting final costs to the appropriate agencies to secure other leveraged funds. Expenditure of Measure A Funds remains subject to the limits set forth in Section 2.2 (b) of the Agreement.

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

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

[[Need to add Exhibit D back in before sending to Sponsors]]



DATE: December 18, 2017

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District (EMID) Board of Directors

VIA: Kevin M. Miller, City/District Manager

FROM: Ann Ritzma, Human Resources Director

SUBJECT: CREATION OF POOLED LIABILITY ASSURANCE NETWORK JOINT POWERS AUTHORITY (PLAN JPA)

RECOMMENDATION

It is recommended that the City Council of the City of Foster City/Board of Directors of the Estero Municipal Improvement District adopt the attached resolutions authorizing the City of Foster City/Estero Municipal Improvement District (City/EMID) to participate in the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA).

EXECUTIVE SUMMARY

The City of Foster City has participated in the ABAG Pooled Liability Assurance Network (PLAN) for the past thirty-one years for general insurance and risk management services. In May 2016, the programs associated with the Association of Bay Area Governments (ABAG) were merged with the Metropolitan Transportation Commission (MTC) and the ABAG PLAN Board of Directors explored options for PLAN services to transition to an independent insurance pool separate from MTC.

In June 2017, after reviewing the proposals from an RFP, the ABAG PLAN Board approved an independent pool that is projected to \$3 million for PLAN members over the next five years in administrative services for members and recommended a transition plan for all members. ABAG General Counsel and PLAN Counsel have prepared the necessary resolutions for each agency to seamlessly transition to the new JPA. The new JPA forms when the first two agencies adopt resolutions in December 2017, and once formed ensures that PLAN continues to provide insurance and risk management services, can act as the fiscal agent and manage the transfer of all assets

and liabilities, and transfer the administration of the PLAN to the new administrator January 1, 2018. Adopting the resolutions acknowledges the City/EMID's participation in the new JPA and the City/EMID's intent to continue insurance coverage and risk management services through PLAN.

BACKGROUND/ANALYSIS

The Association of Bay Area Governments Pooled Liability Assurance Network (ABAG PLAN) was established in 1986 as a non-profit corporation in order to establish a stable, cost-effective self-insurance, risk sharing, and risk management program option for ABAG members. Foster City has participated in the ABAG PLAN since its inception on July 1, 1986 to obtain coverage and risk management services related to liability, property, automobile physical damage, and other ancillary lines of coverage.

As a result of the merger of ABAG and MTC, ABAG PLAN is now administered by the Metropolitan Transportation Commission (MTC). Over the course of the last year, the Board of Directors of ABAG PLAN has been exploring various options to disengage from MTC. The Board of Directors of ABAG PLAN conducted an RFP during the past fiscal year which indicates significant savings to the pool members as a result of contracting pool administration services through another source. An independent consultant study revealed a savings in pool administrative costs of approximately \$3 million over the next five years for participating member agencies. ABAG PLAN Board of Directors voted unanimously at their annual board meeting in June to contract with Bickmore Risk Services. A transition plan has been developed by ABAG PLAN and Bickmore to transfer pool administrative services to the new pool administrator.

In order to complete the transition of pool administrative services from ABAG/MTC and achieve the significant savings in administrative cost to the existing program, both ABAG General Counsel and PLAN Counsel have recommended a separate Joint Powers Authority (JPA) be formed to exclusively manage the existing and future risk management and coverage needs of the members. The new JPA is required to act as fiscal agent and manage the transfer of all of the current assets and liabilities from the ABAG PLAN non-profit corporation to the new PLAN JPA. The new PLAN JPA will no longer be directly affiliated with MTC but will continue to provide a stable, cost-effective self-insurance, risk sharing and risk management program for the member participants.

This separate JPA model would align Foster City/Estero Municipal Improvement District and other PLAN JPA members with pooling industry best practices, allow for program continuity, and provide for a seamless transition to the new JPA post ABAG merger with MTC.

By signing the resolutions, Foster City/Estero Municipal Improvement District agrees to conditionally participate in the newly established PLAN JPA. Once all current ABAG PLAN members have approved and signed their respective resolutions, the PLAN JPA will officially become a going concern and all assets and liabilities will be transferred from the prior ABAG PLAN to the new PLAN JPA.

There is a potential adverse outcome in not signing the proposed resolution. Any delay in joining the JPA could jeopardize Foster City/Estero Municipal Improvement District's participation in the PLAN program and would have an adverse impact on the PLAN members as it pertains to program costs. It would also be problematic for Foster City/Estero Municipal Improvement District in terms of finding an alternative solution for insurance and risk management services.

FISCAL IMPACT

There would be no direct fiscal impact on Foster City/Estero Municipal Improvement District related to the change to a new JPA. The City/EMID would derive savings from the reduction in ABAG PLAN administrative costs over time (see Actuary Board report figures). The action acknowledges the City/EMID wishes to continue participating in the PLAN JPA to obtain coverage and risk management services going forward.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - PLAN JPA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
APPROVING AND AUTHORIZING THE EXECUTION OF THE POOLED LIABILITY
ASSURANCE NETWORK [PLAN] JOINT EXERCISE OF POWERS AGREEMENT

CITY OF FOSTER CITY

WHEREAS, the City of Foster City is a member of PLAN corporation, a California non-profit corporation ("PLAN Corporation") comprised of twenty-eight member agencies pooling their property and liability risk in conjunction with the Association of Bay Area Governments ("ABAG") Joint Exercise of Powers Authority ("JPA"), established pursuant to California Government Code §6500 et seq., and

WHEREAS, in 1986 ABAG and PLAN Corporation entered into an Agency Agreement which irrevocably assigned the risk management duties and obligations of ABAG to PLAN Corporation.

WHEREAS, the Member Agencies of PLAN Corporation have entered into a Risk Coverage Agreement with each other and ABAG to provide for pooled liability services through PLAN Corporation, and

WHEREAS, a JPA is required to act as fiscal agent and manage the transfer and assignment of all of the current assets and liabilities from PLAN Corporation to the new PLAN JPA, and

WHEREAS, the Members of PLAN Corporation seek to separate from the current model of service involving the necessity of the Agency Agreement and use of the ABAG JPA to the new risk management focused PLAN JPA that would provide pooled risk coverage for its member agencies, with preference for the existing members of PLAN, under a new risk coverage agreement within the PLAN JPA, and

WHEREAS, as part of the transition the Bickmore Contract with PLAN Corporation will be assigned to the PLAN JPA, so that these services can continue in a seamless manner, and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Mayor to execute the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, pursuant to California Government Code §6500 et seq., including the powers delegated therein, conditioned on the transfer of the assets of PLAN to the PLAN JPA, in substantially the form attached to this Resolution (minor technical or clerical corrections, if any, to be included in the authority granted here.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the CITY's PLAN Corporation representative is authorized to approve of the assignment of assets from PLAN Corporation to the JPA, and to approve the assignment of risk management services from PLAN Corporation to PLAN JPA.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APROVING AND AUTHORIZING THE EXECUTION OF THE POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT EXERCISE OF POWERS AGREEMENT

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the City of Foster City/Estero Municipal Improvement District is a member of PLAN corporation, a California non-profit corporation ("PLAN Corporation") comprised of twenty-eight member agencies pooling their property and liability risk in conjunction with the Association of Bay Area Governments ("ABAG") Joint Exercise of Powers Authority ("JPA"), established pursuant to California Government Code §6500 et seq., and

WHEREAS, in 1986 ABAG and PLAN Corporation entered into an Agency Agreement which irrevocably assigned the risk management duties and obligations of ABAG to PLAN Corporation.

WHEREAS, the Member Agencies of PLAN Corporation have entered into a Risk Coverage Agreement with each other and ABAG to provide for pooled liability services through PLAN Corporation, and

WHEREAS, a JPA is required to act as fiscal agent and manage the transfer and assignment of all of the current assets and liabilities from PLAN Corporation to the new PLAN JPA, and

WHEREAS, the Members of PLAN Corporation seek to separate from the current model of service involving the necessity of the Agency Agreement and use of the ABAG JPA to the new risk management focused PLAN JPA that would provide pooled risk coverage for its member agencies, with preference for the existing members of PLAN, under a new risk coverage agreement within the PLAN JPA, and

WHEREAS, as part of the transition the Bickmore Contract with PLAN Corporation will be assigned to the PLAN JPA, so that these services can continue in a seamless manner, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize the President to execute the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, pursuant to California Government Code §6500 et seq., including the powers delegated therein, conditioned on the transfer of the assets of PLAN to the PLAN JPA, in substantially the form attached to this Resolution (minor technical or clerical corrections, if any, to be included in the authority granted here.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the DISTRICT'S PLAN Corporation representative is authorized to approve of the assignment of assets from PLAN Corporation to the JPA, and to approve the assignment of risk management services from PLAN Corporation to PLAN JPA.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, PRESIDENT

ATTEST:

PRISCILLA TAM, DISTRICT SECRETARY

JOINT POWERS AGREEMENT

CREATING THE

POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS AUTHORITY

**JOINT POWERS AGREEMENT
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**POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS
AUTHORITY**

JOINT POWERS AGREEMENT

This Agreement is made by and among the public entities listed in Appendix A (“Member Entities”), all of which are public entities organized and operating under the laws of the State of California and each of which is a local public entity as defined in California Government Code Section 989, as it may be amended from time to time.

RECITALS

- I. The following state laws, among others, authorize the Member Entities to enter into the Pooled Liability Assurance Network Joint Powers Authority [PLAN] Joint Powers Agreement (“Agreement”):
1. Labor Code Section 3700 allowing a local public entity to fund its own workers’ compensation claims;
 2. Government Code Sections 989 and 990 permitting a local public entity to insure itself against liability and other losses;
 3. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;
 4. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500-6515; and
 5. Government Code Sections 6500-6515 permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
- II. The governing board of each Member Entity has determined that it is in the Member Entity’s best interest and in the public interest that this Agreement be executed and that it shall participate as a member of the public entity created by this Agreement.

Now, therefore, the Member Entities, by, between, and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

ARTICLE I

**CREATION OF THE “POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT
POWERS AUTHORITY”**

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the Member Entities create a public agency, separate and apart from the Member Entities, to be known as the “Pooled Liability Assurance Network [PLAN] Joint Powers Authority” (the “Authority”). Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this Authority shall not constitute debts, liabilities, or obligations of the Member Entities.

ARTICLE II

PURPOSES

This Agreement is entered into by Member Entities under California Government Code Sections 990, 990.4, 990.8, and 6500, et. seq. and Labor Code Section 3700 in order to do one or more of the following:

1. Develop effective risk management programs to reduce the amount and frequency of losses;
2. Share the risk of self-insured losses;
3. Jointly purchase insurance either with or without any self-insured portion underlying the insurance, and administrative and other services including, but not limited to claims adjusting, data processing, risk management, loss prevention, accounting services, actuarial services, and legal services in connection with the Programs;
4. Provide administrative and other services including, but not limited to, claims adjusting, data processing, risk management, loss prevention, treasury, investment management, accounting services, audit, actuarial services, and legal services in connection with the various programs;
5. Assume the assets, liabilities and obligations of the ABAG PLAN CORPORATION (a California non-profit corporation), also known as Association of Bay Area Governments Pooled Liability Assurance Network on the basis of each Member Entity’s responsibilities under those previously binding documents, including the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

These purposes shall be accomplished through the exercise of the powers of the Member Entities jointly in the creation and operation of the Authority.

It is also the purpose of this Agreement to provide, to the extent permitted by law, procedures for the addition, at subsequent date, of public entities to become parties to this Agreement and members of the Authority, subject to Article XVIII, and to provide for the removal of Member

Entities for cause or upon request, subject to Articles XIX and XX.

ARTICLE III

DEFINITIONS

In this Agreement unless the context otherwise requires:

1. **Board** or **Board of Directors** is the governing body of the Authority constituted as set forth in Article X of this Agreement;
2. **Governing Documents** include this Agreement, the Bylaws of the Authority, and any other document identified as a Governing Document in the Bylaws.
3. **Member Entity** includes each public agency which is a party to this Agreement.
4. **Program** is the specific method used to provide coverage for a risk, scope, type, or area of insurance services, including, without limitation, the funding of loss reserves, where applicable, as prescribed in a Governing Document for a specific type of coverage, and may encompass such specific areas as general liability (including errors and omissions), property, automobile, workers' compensation, or employee benefits.

ARTICLE IV

PARTIES TO THE AGREEMENT

Each Member Entity certifies that it intends to and does contract with every other Member Entity who is a signatory to this Agreement and, in addition, with such other Member Entity as may later be added as a Member Entity under Article XVIII. Each Member Entity also certifies that the deletion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining.

ARTICLE V

TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2018 and continues in full force until terminated in accordance with Article XXI.

ARTICLE VI

POWERS OF THE AUTHORITY

The Authority, through its Board of Directors, is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in Article II including, but not limited to, each of the following:

1. Make and enter into contracts, including but not limited to revision to the Risk Coverage Agreement and Memorandum of Coverage;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of a Member Entity;
3. Acquire, hold, or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its own name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property, including that of a Member Entity;
9. Receive, collect, invest, and disburse monies;
10. Issue revenue bonds or other forms of indebtedness, as provided under Government Code Sections 6500, et. seq.; and
11. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.
12. Hire attorneys, accountants, auditors and other professionals.

These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

ARTICLE VII

MEMBERSHIP

Membership shall be restricted to public agencies located within the State of California as set forth in the Bylaws.

Upon a Member Entity organization or re-organization, including dissolution, merger, or

consolidation, which results in extinguishment or dissolution of the legal existence of a Member Entity, the rights, obligations, and liabilities of such Member Entity under this Agreement, the Bylaws, or other Governing Documents or resolutions of the Board shall be the rights, obligations, and liabilities of the successor public entity.

ARTICLE VIII

MEMBER ENTITY RESPONSIBILITIES

Each Member Entity has the obligations and responsibilities set forth in the Governing Documents as defined in the Bylaws and any resolution of the Board of Directors. Such responsibilities and obligations may include, but are not limited to, the following:

1. Cooperate with the Authority in determining the cause of losses and in the settlement of claims;
2. Pay all premiums, assessments, penalties, interest, and other charges promptly to the Authority when due;
3. Provide the Authority with statistical and loss experience, data, and other information as may be necessary;
4. Cooperate with and assist the Authority and any insurer, claims adjuster, or legal counsel retained by the Authority in matters relating to this Agreement, the Authority Bylaws, any other Governing Documents, and policies and procedures adopted by the Board;
5. Except for any new Member Entities as allowed for in Article XVIII, agree the Authority will assume the assets, liabilities and obligations of ABAG PLAN CORPORATION (a California non-profit corporation) also known as the Association of Bay Area Governments Pooled Liability Assurance Network, on the basis of its documents, including but not limited to the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

ARTICLE IX

POWERS RESERVED TO THE MEMBERSHIP

The Member Entities retain the following powers:

1. The designation of the Board of Directors as specified in Article X; and
2. Approval of amendments to this Agreement as specified in Article XXVI.

ARTICLE X

BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board shall be comprised of one director, and one alternate director, from each Member Entity who shall have the authority to bind the Member Entity on any and all matters relating to the business of the Authority. Each director has one vote. Each director shall be appointed by the governing body of the Member Entity. The alternate director shall be appointed by and serve at the pleasure of the Member Entity. The alternate director may cast a vote as a member of the Board of Directors only in the absence of the director.

ARTICLE XI

POWERS RESERVED TO THE BOARD

The powers of the Board are the powers of the Authority not specifically reserved to the Member Entities by this Agreement. The Board has authority to delegate its powers and authority. However, the Board shall retain unto itself the power to change the Bylaws, to expel a member by a two-thirds vote, and to establish a Program.

ARTICLE XII

COMMITTEES

EXECUTIVE COMMITTEE

The Board may create an Executive Committee comprised of members of the Board and delegate one or more of its powers to the Executive Committee except those powers not delegable. An appointment to the Executive Committee, if any, is by an election of the Board of Directors.

OTHER COMMITTEES

Other committees may be created by, or in accordance with, the procedures described in the Bylaws.

ARTICLE XIII

BOARD AND COMMITTEE MEETINGS

The Board shall hold at least one regular meeting each year. The Board shall fix the date, hour, and place at which each regular meeting is to be held. A special meeting may be called upon written request by the President or at least one-third of the Board members.

Each regular, adjourned regular and special meeting of the Board, the Executive Committee, or any other Standing Committee shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The Secretary shall keep or have kept minutes of each regular or special meeting of the Board and any Committee. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board.

No business may be transacted by the Board or a Committee without a quorum of members being present. A quorum consists of a majority of the members.

ARTICLE XIV

OFFICERS AND EMPLOYEES

The Officers of the Authority are the President, Vice President, Administrator, Secretary, Treasurer, and others as may be declared in the Bylaws or resolution of the Board. The Officers are elected or appointed in accordance with the procedures described in the Bylaws. The Officers shall have the authorities and responsibilities as defined in the Bylaws.

The Board may appoint such officers and employees and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.

Any Member Entity which provides or performs assigned duties pursuant to this Article may be reimbursed by the Authority for services rendered on the Authority's behalf.

ARTICLE XV

ANNUAL AUDITS AND AUDIT REPORTS

The Treasurer shall cause an annual financial audit to be made by an independent Certified Public Accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be conducted in accordance with Government Code Section 6505 and filed with the County Auditor or others as required by the laws of California. The Authority shall pay the cost of the financial audit and charge the cost against the Member Entities in the same manner as other administrative costs.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the Board of Directors and the officers and employees of the Authority shall

act in good faith and in the best interests of the Authority in the performance of their duties hereunder. The members of the Board of Directors and the officers and employees of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority. No member of the Board shall be liable for any action taken or omitted by any other member of the Board. No member of the Board, officer, or employee shall be required to deposit premium on a bond or other security to guarantee the faithful performance of his or her duties hereunder, although the Authority may provide such bonds. Funds of the Authority shall be used to defend and to indemnify members of the Board, officers, and employees of the Authority for any act or omission pursuant to the provisions of Government Code Sections 910 to 996.6. The Authority may purchase insurance to provide coverage for acts or omissions of directors, officers, and employees.

The Authority shall indemnify, protect, defend, and hold harmless each and all of the Member Entities, and their officers and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney's fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Member Entities, or any of their officers, employees, agents, or independent contractors. This indemnification provision is intended to supplant and supersede the pro rata right of contribution formula set forth in Government Code Section 895.6.

ARTICLE XVII

SELF-INDEMNIFICATION AMONG THE MEMBER ENTITIES

Section 895.2 of the California Government Code imposes certain tort liability jointly upon entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the Member Entities hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, each assumes the full liability imposed upon it for any of its officers, agents, or employees by law for injuries caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this purpose, each Member Entity indemnifies and holds harmless all other Member Entities for any loss, cost, or expense that may be imposed upon such other Member Entities solely by virtue of Section 895.2 of the California Code.

ARTICLE XVIII

NEW MEMBERS

A public agency may be admitted as a Member Entity only upon a two-thirds vote of the Board of Directors. The application of any Member Entity to participate in any Program shall be determined under the Program's Governing Documents. Notwithstanding the above, members of

ABAG Plan Corporation in good standing as of July 1, 2017 shall be automatically admitted upon adoption of a resolution by its governing body authorizing the execution of this Joint Powers Agreement, provided that said action occurs by June 30, 2018.

Each applicant for membership shall pay all fees and expenses set by the Board.

ARTICLE XIX

WITHDRAWAL

A Member Entity may withdraw from the Authority only at the end of a fiscal year, provided it has given the Authority at least six months written notice of its intent to withdraw. A notice of intent to withdraw shall be final and irrevocable upon its receipt by the Authority unless the Board authorizes it to be rescinded by the Member Entity. A Member Entity joining after June 30, 2018 may only withdraw from the Authority after three (3) consecutive fiscal years following commencement of membership.

The withdrawal of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage program created by the Authority in which the withdrawing Member Entity has participated.

ARTICLE XX

EXPULSION

The Authority may expel a Member Entity from membership in the Authority by a two-thirds vote of the Board of Directors for a breach of any of the Governing Documents determined by the Board to be a material breach. Such expulsion shall automatically, and simultaneously, terminate the Member Entity's participation in any and all Programs in which it may be a Program participant. The procedure for hearing and notice of expulsion of a Member Entity shall be as provided in the Authority Bylaws.

The expulsion procedures from any Program shall be defined in the Governing Documents for that Program.

The expulsion of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage Program created by the Authority in which the expelled Member Entity has participated.

ARTICLE XXI

TERMINATION AND DISTRIBUTION

This Agreement may be terminated by the written consent of two-thirds of the Member

Entities. However, this Agreement and the Authority shall continue to exist after termination for the purpose of disposing of all claims, debts and other obligations, distribution of assets, and all other functions necessary to conclude the obligations and affairs of the Authority.

Upon termination of this Agreement, after disposition of all claims debts and other obligations, the remaining assets of the Authority shall be distributed and apportioned among the Member Entities that have been participants in its Programs, including those Member Entities which previously withdrew or were expelled pursuant to Articles XIX and XX of this Agreement, as provided in the Authority Bylaws.

ARTICLE XXII

NOTICES

Notice to each Member Entity under this Agreement is sufficient if mailed to its respective address on file with the Authority.

ARTICLE XXIII

BINDING EFFECT OF BYLAWS AND OTHER GOVERNING DOCUMENTS

Each party to this Agreement by its execution agrees to be bound by and to comply with all of the terms and conditions of the Governing Documents, and any Resolution adopted by the Board of Directors as they now exist or may hereafter be adopted or amended.

ARTICLE XXIV

ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted by the Authority to enforce any term of any of the Governing Documents of any Program or otherwise against any Member Entity, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXV

PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXVI

AMENDMENTS

This Agreement may be amended if at least 2/3rds of the total Member Entities vote in favor of the amendment. A proposed amendment must be submitted to each Member Entity at least thirty (30) days prior to the date the amendment is considered by the Authority. An amendment will be effective immediately unless otherwise specified. Appendix A to the Agreement may be amended to correctly list current Member Entities without separate action by the Member Entities or the Board.

ARTICLE XXVII

SEVERABILITY

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

In witness whereof, the following parties have each executed this Agreement as amended on the dates set forth below and acknowledge their membership in the Authority:

Entity:

Date:

Title:

APPENDIX A

MEMBER ENTITIES

City of American Canyon
Town of Atherton
City of Benicia
City of Burlingame
City of Campbell
Town of Colma
City of Cupertino
City of Dublin
City of East Palo Alto
City of Foster City
City of Half Moon Bay
Town of Hillsborough
Town of Los Altos Hills
Town of Los Gatos
City of Millbrae
City of Milpitas
City of Morgan Hill
City of Newark
City of Pacifica
Town of Portola Valley
Town of Ross
City of San Bruno
City of San Carlos
City of Saratoga
City of South San Francisco
City of Suisun City
Town of Tiburon
Town of Woodside



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jeff Moneda, Public Works Director/District Engineer

SUBJECT: TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3
PEDESTRIAN AND BICYCLE PROGRAM FOR FY 2017/2018 –
RENAME CITY'S ANNUAL STREET REHABILITATION PROJECT FOR
FY 2017/2018 (CIP 301-671) AS BICYCLE AND PEDESTRIAN
IMPROVEMENTS ALONG EAST HILLSDALE BOULEVARD AND
BEACH PARK BOULEVARD; APPROPRIATE ADDITIONAL GAS TAX
FUND TO CIP 301-671; AND REQUEST METROPOLITAN
TRANSPORTATION COMMISSION (MTC) FOR THE ALLOCATION OF
FUNDS TO THE CIP 301-671

RECOMMENDATION

It is recommended that the City Council adopt the attached resolutions authorizing:

1. The renaming of the City's annual Street Rehabilitation Project FY 2017/2018 (CIP 301-671) as the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671); and
2. The appropriation of \$650,000 from the Gas Tax fund to CIP 301-671; and
3. The request to the Metropolitan Transportation Commission (MTC) for the allocation of the Transportation Development Act (TDA) Article 3 FY 2017/2018 funds towards CIP 301-671.

EXECUTIVE SUMMARY

In July 2017, the City of Foster City submitted a grant application under the TDA Article 3 Pedestrian/Bicycle Program for the Bicycle and Pedestrian Improvements along East Hillsdale Boulevard and Beach Park Boulevard. This project was selected by the

City/County Association of Governments of San Mateo County (C/CAG) in November 2017 to be recommended for the MTC's final approval. The maximum grant amount of \$400,000 is recommended for approval. In order for the grant to be awarded, an approved City Council resolution requesting allocation of the grant funds from the MTC is required.

Upon City Council's approval, this project would be combined with the City's FY 2017/2018 Street Rehabilitation Project (CIP 301-671) since a majority of the project scope involves street resurfacing, and the project would now be called the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671). By renaming the project, the title would consistent with the title on the grant application. In addition, it is recommended that \$650,000, available in the Gas Tax fund, be appropriated to CIP 301-671 to fully fund the project.

BACKGROUND

On May 15, 2017, C/CAG issued a Call for Projects under the TDA Article 3 Pedestrian/Bicycle project funding for FY 2017/2018. The goal of the TDA Article 3 Pedestrian and Bicycle Program is to fund specific projects that encourage and improve bicycle and walking conditions in San Mateo County. Bicycling and walking are sustainable forms of transportation and contribute to the overall goals of the TDA Article 3 to reduce commute corridor congestion, make regional connections, enhance safety, and meet local mobility needs.

In July 2017, the City of Foster City submitted the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project requesting the maximum grant funding in the amount of \$400,000. The project details are described in the Analysis section of this staff report.

On November 10, 2017, C/CAG notified the City that the project was selected by the C/CAG Board to be recommended for the MTC's final approval. In order for the grant to be awarded, an approved City Council resolution requesting allocation of the grant funds from the MTC is required.

ANALYSIS

The proposed project will implement bicycle facilities and pedestrian improvements along the East Hillsdale Boulevard – Beach Park Boulevard corridor from the westerly City limit to Foster City Boulevard (Attachment 3). The proposed project will provide a better bicycle facility connection between the Cities of San Mateo and Foster City, at the City boundaries on East Hillsdale Boulevard. The proposed project will also enhance bicycle connectivity and pedestrian safety along the East Hillsdale Boulevard – Beach Park Boulevard corridor. Installation of Class II bike lanes, Class III bike route sharrow symbols, bicycle facility signage, ADA curb ramps, and street resurfacing are included in the proposed project.

Currently, CIP 301-671 has an approved budget of \$1,461,189 with multiple funding sources (Measure A, Measure M, and Senate Bill 1 funds). The cost estimate for this project is approximately \$2,510,000, including design and construction. With the additional \$400,000 TDA Article 3 grant and after consultation with the Finance Director, it is recommended that \$650,000 from the Gas Tax fund be appropriated to CIP 301-671 to fully fund the project.

In addition, it is also recommended that the City Council authorize the request to the MTC for the allocation of TDA Article 3 funds towards CIP 301-671. Construction is anticipated to start in Summer 2018.

FISCAL IMPACT

The table below reflects the approved/recommended funding sources for CIP 301-671:

<u>Funding Source</u>	<u>Amount</u>
CIP 301-671 (FY 2017/2018) – Approved	\$1,461,189
TDA Article 3 Grant - Recommended	\$400,000
Appropriation of Gas Tax Fund – Recommended	\$650,000
Total	\$2,511,189

ENVIRONMENTAL DETERMINATION

Pursuant to Section 15378(b) of the CEQA Guidelines, the recommended City Council actions are not subject to CEQA because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Furthermore, the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project has received a Categorical Exemption citing CEQA Guideline Section 15301(f) Existing Facilities. The Notice of Exemption was filed with the County Clerk's office on July 10, 2017.

Attachments:

- Attachment 1 – Resolution (City Approval)
- Attachment 2 – Resolution (MTC Allocation)
- Attachment 3 – Project Site Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE RENAMING OF THE CITY'S ANNUAL STREET REHABILITATION PROJECT FY 2017/2018 (CIP 301-671) AS BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG EAST HILLSDALE BOULEVARD AND BEACH PARK BOULEVARD PROJECT (CIP 301-671); APPROPRIATION OF \$650,000 FROM THE GAS TAX FUND TO CIP 301-671; AND REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FY 2017/2018 FUNDS TOWARDS CIP 301-671

CITY OF FOSTER CITY

WHEREAS, in July 2017 the City submitted a grant application to the City/County Association of Governments of San Mateo County (C/CAG) under the Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle Program administered by the Metropolitan Transportation Commission (MTC) for bicycle and pedestrian improvements along the East Hillsdale Boulevard – Beach Park Boulevard corridor; and

WHEREAS, on November 10, 2017, C/CAG notified the City of Foster City that the project was selected by the C/CAG Board to be recommended for the MTC's final approval for the maximum grant amount of \$400,000; and

WHEREAS, it is required that the City Council adopt a resolution approving the City's request to the MTC for the allocation of TDA Article 3 FY 2017/2018 funds for this project; and

WHEREAS, this project would be combined with the City's annual Street Resurfacing Project (CIP 301-671) for FY 2017/2018 since majority of the project scope involves street resurfacing; and

WHEREAS, the new project would now be called Bicycle and Pedestrian Improvements along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671); and

WHEREAS, it is necessary to appropriate \$650,000 from the Gas Tax fund to CIP 301-671 to fully fund the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize:

1. The renaming of the City's annual Street Rehabilitation Project (CIP 301-671) as the Bicycle and Pedestrian Improvements along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671); and

2. The appropriation of \$650,000 from the Gas Tax fund to CIP 301-671; and
3. The request to the MTC for the allocation of TDA Article 3 FY 2017/2018 funds towards CIP 301-671.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
AUTHORIZING A REQUEST TO THE METROPOLITAN TRANSPORTATION
COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2017/2018
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE
PROJECT FUNDING

CITY OF FOSTER CITY

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Foster City desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

RESOLVED, that the City of Foster City declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Foster City to carry out the project; and furthermore, be it

RESOLVED, that the project has been reviewed by the Traffic Review Committee, which serves as the Bicycle Advisory Committee (BAC) of City of Foster City; and furthermore, be it

RESOLVED, that the City of Foster City attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of City of Foster City for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

Resolution No.

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2017/2018 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 2

1. That the City of Foster City is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Foster City legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the City of Foster City has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Foster City within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.

Page 2 of 2

10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the City of Foster City agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No.
Attachment B
Page 1 of 2

TDA Article 3 Project Application Form

Fiscal Year of this Claim: _____ Applicant: _____

Contact person: _____

Mailing Address: _____

E-Mail Address: _____ Telephone: _____

Secondary Contact (in event primary not available) _____

E-Mail Address: _____ Telephone: _____

Short Title Description of Project: _____

Amount of claim: \$ _____

Functional Description of Project: _____

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: _____

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3					
list all other sources:					
1.					
2.					
3.					
4.					
Totals					

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: _____	

E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	

Transportation Development Act (TDA) Article 3 Grant Application for Bicycle and Pedestrian Improvements along East Hillsdale Boulevard and Beach Park Boulevard Site Map





DATE: December 18, 2017

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Kevin M. Miller, City/District Manager

FROM: Ann Ritzma, Human Resources Director

SUBJECT: CALOPPS.ORG SUPPORT AGREEMENT WITH URBAN INSIGHT

RECOMMENDATION

It is recommended that the City Council of the City of Foster City/Board of Directors of the Estero Municipal Improvement District (City Council) adopt the attached resolutions approving the CalOpps Support Subscription Agreement with Urban Insight in the amount of \$34,600 for December 2017 through May 2018.

EXECUTIVE SUMMARY

The City's Human Resources Department provides an Applicant Tracking System for over 250 local government agencies called CalOpps.org. The online system was developed by the City's Information Technology Division and Human Resources Department and over the course of fourteen years has evolved into an entrepreneurial endeavor that provides over 2 million job seekers with access to government jobs in over 250 cities, districts and county agencies. CalOpps.org has just been redesigned and upgraded to provide users (job seekers and agencies) with a mobile friendly, cyber secure and relevant job site and online tracking system.

The newly developed site launched in October and is now entering a six-month support phase. The new site will require forty (40) hours per month of support services to address design issues, upgrades to security and enhancements for the users. Urban Insight provided the initial design and support for the new site and is committed to addressing any issue that arises as well as completing several enhancements to the system to improve the user experience.

FISCAL IMPACT

The total cost for the support subscription is \$34,600 (December - \$9,600; January-May - \$25,000) and is available and appropriated in the CalOpps.org Fund - Consulting Services - Migration to Host Developer Account No. 114-1210-415-4251. CalOpps.org fully recovers all costs for service as well as funding a reserve for redesign of the site with the annual fees from member agencies.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - CalOpps Support Subscription Agreement with Urban Insight

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
APPROVING THE CALOPPS.ORG SUPPORT SUBSCRIPTION AGREEMENT WITH
URBAN INSIGHT IN THE AMOUNT OF \$34,600

CITY OF FOSTER CITY

WHEREAS, in 2004 the City of Foster City developed and continues host and operate CalOpps.org, an online Applicant Tracking System and local government recruitment site and

WHEREAS, over 3 million job seekers have used the site to find employment in local government and 253 member agencies use the site to advertise and recruit new employees; and

WHEREAS, the Human Resources Department and the Information Technology Division have just completed a site redesign and October launch with developer Urban Insight; and

WHEREAS, the site is now entering a six-month support phase and staff and Urban Insight have agreed on a level of support that will address any issues that arise and allow for continued enhancements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the Support Subscription agreement with Urban Insights in the amount of \$34,600 and directs the City Manager to execute the agreement.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING THE CALOPPS.ORG SUPPORT SUBSCRIPTION AGREEMENT WITH URBAN INSIGHT IN THE AMOUNT OF \$34,600

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, in 2004 the City of Foster City developed and continues host and operate CalOpps.org, an online Applicant Tracking System and local government recruitment site and

WHEREAS, over 3 million job seekers have used the site to find employment in local government and 253 member agencies use the site to advertise and recruit new employees; and

WHEREAS, the Human Resources Department and the Information Technology Division have just completed a site redesign and October launch with developer Urban Insight; and

WHEREAS, the site is now entering a six month support phase and staff and Urban Insight have agreed on a level of support that will address any issues that arise and allow for continued enhancements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby approve the Support Subscription with Urban Insights in the amount of \$34,600 and directs the District Manager to execute the agreement.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, PRESIDENT

ATTEST:

PRISCILLA TAM, DISTRICT SECRETARY

SCOPE OF WORK

CalOpps Support Subscription

City of Foster City / Estero Municipal Improvement District

Prepared for
Joan Schoening
jschoening@fostercity.org

Proposal Date
November 20, 2017

Proposal expires 30 days from proposal date

Prepared by
Mark Etter etter@urbaninsight.com
Chris Steins steins@urbaninsight.com

Urban Insight Inc
3530 Wilshire Blvd., Suite 1285
Los Angeles, CA 90010
Telephone: 213-792-2000
Facsimile 877-944-672
Website: www.urbaninsight.com

1. Scope of Services

1.1 Support 80: December 2017

Urban Insight will provide an annual Support 80 Subscription for the period December 1-31, 2017.

- Website: www.calopps.org
- Includes 80 support hours per month.
- 2-hour initial response time.
- 2 dedicated staff.
- Includes reduced rate of \$120 per hour for any requested hours over 80.
- Fee: \$9,600 per month.

1.2 Support 40: Jan 2018 - May 2018

Urban Insight will provide an annual Support 40 Subscription for the period January 1, 2018 - May 31, 2018

- Website: www.calopps.org
- Includes 40 support hours per month.
- 2-hour initial response time.
- 1 dedicated staff.
- Includes reduced rate of \$125 per hour for any requested hours over 40.
- Fee: \$5,000 per month.

2. Cost and Terms

- Support 80 Subscription for 1 month(s) @ \$9,600 (\$9,600)
- Support 40 Subscription for 5 months @ \$5,000 (\$25,000)

Total: \$34,600

Terms and Conditions

- Invoices sent monthly for all work completed during the preceding month.
- Any work not included in the project scope will be provided at an hourly rate.
- Urban Insight's budget does not include any hardware costs or software license fees.
- Payment is due within 25 days of invoice presentment.
- Urban Insight may discontinue consulting services until payment is received.

3. Support Services

Urban Insight provides high-quality and responsive support. Urban Insight accepts responsibility for managing all technologies related to your website, including hosting, maintenance, patches, support and backups. Urban Insight provides support only through a monthly subscription plan.

Subscription Features

- Professional technical support available via email (preferred) or telephone.
- Ability to email or call for a prompt, reliable, personal and efficient response by someone who is familiar with your organization and your website.
- Urban Insight uses a case tracking system to ensure a consistent support response.
- Proactive website configuration services.
- Website monitoring and 24x7 emergency response are available for an additional cost.

Website Support Subscription Plans

Subscription Plan	S-5	S-10	S-20	S-40	S-80	S-160
Support Hours / Month	5	10	20	40	80	160
Rate, Additional Hours	\$140	\$135	\$130	\$125	\$120	\$120
Initial Response Time	8 hours	4 hours	4 hours	2 hours	2 hours	2 hours
Dedicated Staff			1	1	2	3
Website Monitoring			Yes	Yes	Yes	Yes
24x7x365 Emergency Response			Optional	Optional	Optional	Included
Monthly Fee	\$750	\$1,350	\$2,600	\$5,000	\$9,600	\$19,200

Notes

1. Support 5 plan includes maintenance, support and training. New feature development will be quoted separately.
2. Initial response time is time for Urban Insight to acknowledge and evaluate the issue.
3. Emergency Response is available at Support 40 and higher plans for +\$495/month for up to one event. Additional events @ \$250/event.

4. Firm Profile

About Urban Insight

Urban Insight is an experienced, creative, and professional technology consulting firm. We plan, build and operate successful websites using web content management systems, including the open source, popular Drupal framework.



Facts About Urban Insight

- Urban Insight has been in continuous operation since 1997.
- Four of five clients who retain us work with us for five or more years.
- We have completed 447 successful web projects in our history.
- 90% of new clients are referrals from existing clients.
- We are privately held, with no outside investors.
- Our senior leadership team has been in place for 15 years.
- We operate from a secure 4,000-s.f. office with a green screen recording studio.
- We maintain a redundant 1000 Mbps / 1000 Mbps fiber Internet connection.
- Our Los Angeles office is located in the Wilshire Center / Koreatown area of the city.
- Our office is located above the Wilshire/Normandie Metro Purple Line
- 75% of our team takes public transit or bikes to work.

GSA Certification

Urban Insight has undertaken the rigorous process and has been certified by and holds a U.S General Services Administration (GSA) Multiple Award Schedule Contract for Information Technology Professional Services (Schedule 70). This certification authorizes Urban Insight to provide services to the federal government, and for small business set asides and subcontracts with other GSA contract holders.



Contract #:	GS-35F-377CA
Schedule:	70
SIN:	132 51 Information Technology Professional Services
DUNS:	158820568

Drupal Expertise

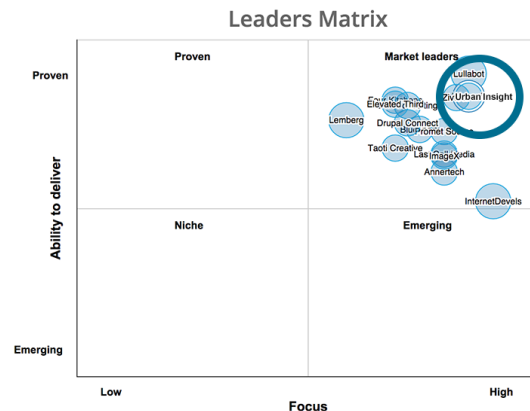
Urban Insight works with several different content management systems, and we select the system based on the unique requirements of each project. Drupal has emerged as one of our favorites, due to its flexibility, stability, large community of users, wide selection of modules, and the ability to affordably customize it for our clients. Urban Insight has exceptionally strong qualifications.

- Urban Insight is a certified Acquia Drupal Gold Partner.
- Urban Insight is a certified Pantheon Drupal Partner.

- Urban Insight is the largest Drupal consulting firm in Los Angeles.
- Urban Insight has provided classroom and webinar-based trainings on Drupal.
- The Urban Insight team has attended each of the last six US Drupal conferences.
- Urban Insight has deployed 250+ Drupal websites.
- Urban Insight's team regularly contributes back to the Drupal project to benefit other members of the Drupal community.
- Urban Insight's team members collectively manage 10 contributed modules.
- Urban Insight has written three case studies featured on drupal.org.

Drupal Market Leadership

Research analysis firm Clutch performed an independent review of Urban Insight's operations, including, interviews with Urban Insight's clients in 2015. Clutch ranked Urban Insight as a **"Market Leader"** in the Drupal Consulting Web Development space, *with the highest-score for Drupal firms recorded for client references.*

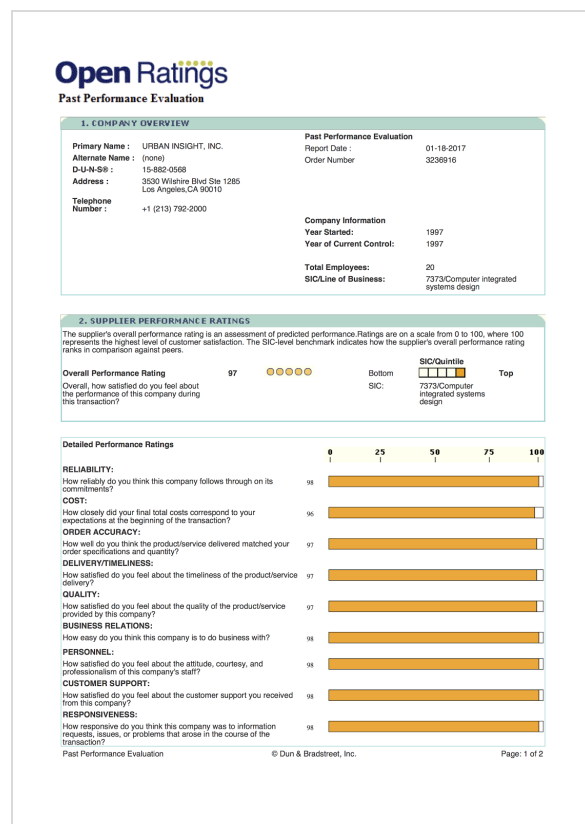


Available Services

- Responsive website design
- Content development, including video production
- Drupal architecture and development
- Content management system implementation
- Mobile application development (iOS and Android)
- Database design and implementation
- Search engine marketing (SEM) and optimization (SEO)
- Website hosting and operations support

Past Performance Evaluation

Urban Insight invests regularly in a past-performance review. During this review, Urban Insight retains Dun & Bradstreet to confidentially survey our largest clients to evaluate Urban Insight's performance. In 2017, Urban Insight was awarded the highest possible quintile score for performance ratings for the Computer Integrated Systems Design (SIC 7373), earning a score of 97 out of 100.



5. Service Agreement

This Service Agreement ("Agreement") is made effective as of the Effective Date by and between Urban Insight, Inc. ("Urban Insight"), a California corporation and City of Foster City / Estero Municipal Improvement District ("Client"), regarding Client's retention of Urban Insight to provide the Deliverables and perform the Project Services specified below. The following defined terms will have their indicated meanings as used in this Agreement:

Client	City of Foster City / Estero Municipal Improvement District
Client Address	City of Foster City / Estero Municipal Improvement District 610 Foster City Blvd. Foster City, CA 94404-2222
Client Contact	Joan Schoening or Anna Ritzma
Deliverables	As specified in preceding Scope of Work ("Proposal")
Effective Date	December 1, 2017
Project Services	As specified in preceding Scope of Work ("Proposal")

1. SERVICES

Urban Insight will provide the Deliverables and perform the Project Services as specified in the preceding Scope of Work ("Proposal"), and in accordance with the terms and conditions of this Agreement.

2. PAYMENT FOR SERVICES

Client will pay Urban Insight for the Project Services as specified in the Proposal Section 2 "Cost and Terms", and in accordance with the terms and conditions of this Agreement.

Urban Insight will submit monthly invoices to Client Contact on or about the first day of the month for Project Services performed during the previous month. Client Contact will review the invoices and, if approved, cause payment in full to be made within twenty (20) days of receipt. If an invoice is not approved, Client Contact will notify Urban Insight within ten (10) days of receipt of the invoice and identify for Urban Insight the defect in the invoice. If Urban Insight is not notified within ten (10) days, or if the invoice is not defective, the invoice shall be payable in full within twenty (20) days of receipt. Past due invoices will be assessed a \$29.00 late fee and accrue interest at the lesser of 1% per month or the maximum amount of interest allowed under the law.

If any invoice is ten (10) or more days past due, Urban Insight may, without waiving its rights in law and equity, suspend all work until the invoice is paid in full. Any such suspension will not affect Client's obligation to pay for work performed by Urban Insight prior to such suspension. If any invoice is ten (10) or more days past due, and Urban Insight is providing Hosting Services, Urban

Insight may, without waiving its rights in law and equity, terminate hosting until the invoice is paid in full. Once hosting is terminated, a Hosting Services reinstatement may apply.

Urban Insight reserves the right to change Client's payment terms, including requiring a deposit or another form of security, at any time when (i) an invoice is ten (10) or more days past due, (ii) Client makes three (3) late payments, and/or (iii) Customer has an Insolvency Event (as defined below). As used herein, "Insolvency Event" means making a general assignment for the benefit of a party's creditors, filing a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief or an involuntary petition in bankruptcy or other insolvency protection is filed against the applicable party.

3. INTELLECTUAL PROPERTY RIGHTS

Upon receipt of final payment by Urban Insight for the Project Services, Urban Insight will, upon request by Client, provide to Client a complete copy of the Deliverables including electronic files, graphics, source code, and any other tangible materials developed by Urban Insight in performing the Project Services, with the exception of any software and information licensed or used by Urban Insight which Urban Insight does not have the right to transfer (for example, Linux, Drupal, Apache, MySQL, Adobe Photoshop, etc.) and software previously developed by Urban Insight (such as form processing scripts). Upon receipt of final payment by Urban Insight, the Deliverables and the physical media on which the Deliverables are provided become the property of Client. Nothing in this paragraph or elsewhere, however, will prohibit or limit Urban Insight's use of code, graphics, ideas, concepts, know-how, methods, models, data, techniques, skill, knowledge and experience embodied in, gained, or developed in connection with the Deliverables.

4. ATTRIBUTION

Provided Urban Insight performs its obligations hereunder, Urban Insight shall be entitled to include Client's logo on the Urban Insight website, and a brief description of the project.

5. WARRANTY

Urban Insight warrants that the Project Services will be performed in a professional and workmanlike manner, provided that Client notifies Urban Insight in writing within thirty (30) days of the provision of any noncompliant project service. In the event of any such noncompliance coupled with such notice, Urban Insight will, at Client's exclusive remedy, either re-perform the noncompliant project service or, if re-performing the noncompliant project service is not feasible in the opinion of Urban Insight, refund to Client the amount paid to Urban Insight for the noncompliant project service. Urban Insight does not make, and Client hereby waives, all other warranties with respect to the deliverables, the project services and otherwise, express and implied, including all warranties of merchantability, fitness for a particular purpose and noninfringement.

6. SUPPORT

Urban Insight will provide thirty (30) days of support for bug fixes and answering questions after completion of all Project Services. In performing support services, Urban Insight will maintain a telephone number and email address to receive calls and emails from Client requesting support concerning the Deliverables and will make commercially reasonable efforts to solve problems posed in such calls and emails. After the thirty (30) day support period, Urban Insight will provide support and software maintenance services under a separately negotiated contract and, if no separate contract exists, at Urban Insight's prevailing rates.

7. TRAINING, SUPPLEMENTAL DEVELOPMENT

Training services, other than any identified in the Proposal, and supplemental development services to enhance, extend, modify or change the Deliverables will be provided under a separately negotiated contract and, if none exists, at Urban Insight's prevailing rates.

8. LIMITATION OF LIABILITY

Except as expressly provided herein, neither party shall have liability to the other under this agreement or otherwise for consequential, exemplary, incidental or punitive damages even if it has been advised of the possibility of such damages. The liability of Urban Insight to Client for any reason and upon any cause of action whatsoever shall be limited to the amounts paid by Client to Urban Insight hereunder.

9. TERM

This Agreement will begin on the Effective Date and will continue in force for a term of twelve (12) months unless terminated earlier in accordance with Section 10 of this Agreement.

10. TERMINATION

Either party may terminate this Agreement immediately for cause upon the occurrence of any of the following events: if the other ceases to do business or otherwise terminates its business operations, except that a party shall be deemed to remain in business if it is succeeded by a person or entity which acquires all or substantially all of the assets or business of the party pertaining to this Agreement; if the other fails to promptly secure or renew any license, registration, permit, authorization or approval necessary for the conduct of its business in the manner contemplated by this Agreement; if the other materially breaches any material provision of this Agreement and fails to fully cure such breach within thirty (30) days after receiving written notice from the non-breaching party describing the breach; or if the other seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or comparable proceeding or if any such proceeding is instituted against it and is not dismissed within ninety (90) days.

Client may terminate this Agreement without cause upon fourteen (14) days prior written notice to Urban Insight. Within thirty (30) days of such termination, Client shall pay to Urban Insight the total amount due for work performed by Urban Insight prior to such termination, plus an early termination fee of 15% of the sum of the total amount specified in the Fee Schedule plus the total amount of any approved change orders. The parties agree that the early termination fee is assessed as a form of damages to Urban Insight that cannot be easily ascertained and not as a penalty.

Urban Insight may terminate this Agreement for cause if Client has failed for thirty (30) or more days to respond to a telephone or email inquiry by Urban Insight requesting review, feedback or approval of a Deliverable or Project Service or other project-related guidance. Upon such event, Client shall pay to Urban Insight the total amount due for work performed by Urban Insight prior to such termination.

Upon termination of this Agreement by either party or expiration of this Agreement, each party will immediately return to the other party any confidential information (including all copies thereof) obtained from the other party.

11. INDEMNIFICATION

Client warrants that any specifications and editorial content for Deliverables provided to Urban Insight do not infringe any third party intellectual property right, are not libelous, an invasion of privacy, obscene or otherwise violate any law or right of any third party, and do not contain any recipe, formula or instruction harmful to any person or property. Client will defend at its own expense, including paying attorney fees and expenses and any costs and damages finally awarded against Urban Insight, any third party action brought against Client to the extent the action is based on a claim which if true would place Client in breach of the above warranty.

Urban Insight will defend at its own expense, including paying attorney fees and expenses and any costs and damages finally awarded against Client, any third party action brought against Client to the extent the action is based on a claim that any of the Deliverables infringes a third party intellectual property right. Notwithstanding the foregoing, Urban Insight will have no liability under this provision with respect to any claim to the extent it is based on a GPL Deliverable, the combination of a Deliverable with hardware or software not provided by Urban Insight, any modification of a Deliverable by other than Urban Insight, or an allegation which if true would place Client in breach of the warranty provided by Client in the preceding paragraph.

Each party's indemnity obligations are subject to the conditions that the indemnified party promptly notifies the indemnifying party in writing of any such claim and the indemnified party agrees that the indemnifying party will have sole control over the defense and settlement thereof and all negotiations for any settlement thereof.

12. CONFIDENTIAL INFORMATION

Each party will hold in confidence and not disclose to any third party, and will not use except in performing the Project Services, any information received from the other party which is designated by the other party as confidential. Each party will similarly obligate in writing its employees who receive such information. The receiving party's nondisclosure obligation will not apply to information the receiving party can document is generally available to the public other than through the receiving party's breach of this Agreement or to disclosures made to comply with a court order, provided the receiving party gives the disclosing party notice prior to making such court-ordered disclosure and an opportunity to oppose or limit such disclosure.

13. RECRUITMENT

Neither party will recruit employees or agents who are currently employed or who were employed in the last six (6) months by the other party unless written permission is obtained from the other party. This provision shall remain in effect for six (6) months after termination or expiration of this Agreement.

14. ASSIGNMENT

This Agreement is not transferable or assignable, except that rights to payment may be assigned, and except that either party may assign this Agreement to a person or entity who acquires all or substantially all of the assets or business of a party pertaining to this Agreement.

15. DISPUTE RESOLUTION

All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge.

The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure. The Parties shall have the discovery rights provided in Code of Civil Procedure. The arbitration hearing shall be commenced within 180 days of the filing of this application with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the Party determined to have substantially prevailed. This Agreement shall be governed in all respects by the laws of the State of California.

16. PROJECT DELAY

If Client requests that Urban Insight resume work after Client has failed for fourteen (14) or more days to respond to a telephone or email inquiry by Urban Insight requesting review, feedback or approval of a Deliverable or Project Service or other project-related guidance, Urban Insight may, without waiving its rights in law and equity, assess upon Client a project restart fee of 10% of the sum of the total amount specified in the Fee Schedule plus the total amount of any approved change orders. The parties agree that the project restart fee is assessed as a form of damages to Urban Insight that cannot be easily ascertained and not as a penalty.

If Client has failed for thirty (30) or more days to respond to a telephone or email inquiry by Urban Insight requesting review, feedback or approval of a Deliverable or Project Service or other project-related guidance, Urban Insight may terminate this Agreement for cause in accordance with Section 10 of this Agreement.

17. ENTIRE AGREEMENT

This Agreement supersedes all proposals, oral and written, all negotiations, conversations and discussions between and among the parties relating to the subject matter of this Agreement. No supplement, amendment, or modification of this Agreement will be binding unless it is in a writing signed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make this Agreement fully enforceable and this Agreement shall otherwise remain in full force and effect.

18. MISCELLANEOUS

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by facsimile, or (iv) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Urban Insight: Chris Steins, Urban Insight, Inc., 3530 Wilshire Blvd., Suite 1285, Los Angeles, CA 90010, and a copy sent to steins@urbaninsight.com .

If to Client: City of Foster City / Estero Municipal Improvement District, Attn: Joan Schoening 610 Foster City Blvd., Foster City, CA 94404-2222, and a copy sent to jschoening@fostercity.org .

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood this Service Agreement, the parties hereby execute this Service Agreement.

For City of Foster City / Estero Municipal
Improvement District

For Urban Insight, Inc.

Signature

Signature

Date

Date

Kevin M. Miller
City Manager
City of Foster City / Estero Municipal
Improvement District
610 Foster City Blvd.,
Foster City, CA 94404-2222
Telephone: (650) 286-3207

Chris Steins
Chief Executive Officer
Urban Insight, Inc.
3530 Wilshire Blvd., Suite 1285
Los Angeles, CA 90010
Email: steins@urbaninsight.com
Telephone: 213-792-2000 x109



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Priscilla Tam, Communications Director/City Clerk

SUBJECT: INFORMATION TECHNOLOGY ADVISORY COMMITTEE AND PARKS
AND RECREATION COMMITTEE APPOINTMENTS

RECOMMENDATION

It is recommended that the City Council interview and by minute order consider the appointments of:

- One citizen to an unexpired partial term from January 1, 2017 through December 31, 2019 on the Information Technology Advisory Committee; and
- One citizen to an unexpired partial term from January 1, 2017 through December 31, 2019 on the Parks and Recreation Committee.

With this appointment, the Information Technology Advisory Committee will have one vacancy and the Parks and Recreation Committee will have a full complement.

EXECUTIVE SUMMARY

A notice of vacancy to fill unexpired partial terms on the citizen advisory committees was advertised in the local newspapers, posted, and displayed on the City's website and FCTV for six (6) weeks.

The following residents (listed in alphabetical order) submitted their applications by the established deadline:

Information Technology

- Neal Narayan

Parks and Recreation

- Fred Baer
- Doris G. Duncan
- Deborah Owdom
- Michael P. Streby
- Charles M. Tomberg

All applicants have been invited to attend this City Council meeting.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

- Attachment 1 - News Release
- Attachment 2 - Modified Committee Rosters followed by Committee Applications



NEWS RELEASE

The City of Foster City
Dante Hall, Assistant City Manager
dhall@fostercity.org; (650) 286-3214

FOR IMMEDIATE RELEASE

Press Release #101117-01

Citizen Advisory Committee Openings

Contact: Doris Palmer, Communications Director/City Clerk, dpalmer@fostercity.org, (650) 286-3252

Foster City, CA: October 11, 2017 – Want to do something with your time that will help you learn more about your city, meet other like-minded residents, and make a difference to Foster City?

The City of Foster City is looking for residents who would like to serve a partial term from January 1, 2017 through December 31, 2019 on the following Citizen Advisory Committees:

Information Technology Advisory Committee (two vacancies) – Second Tuesdays at 7:00 p.m.

Parks and Recreation Committee (one vacancy) – First Wednesdays at 6:30 p.m.

Application forms are available at City Hall, by calling (650) 286-3250 or can be downloaded from the City's website at www.fostercity.org. To apply, you must be a resident of Foster City. Return completed application forms to the Communications/City Clerk Department, City Hall, 610 Foster City Boulevard, Foster City, CA 94404 by **5:00 p.m. Wednesday, November 22, 2017** or email completed application to clerk@fostercity.org.

Applicants must attend a committee meeting before attending a Council meeting for formal appointment by the City Council. To be considered for appointment, it is the policy of the City Council that all applicants attend the Council meeting in which their application will be considered. Attendance at this meeting is mandatory. The City Council will interview and

formally appoint members to the Citizen Advisory Committees at its regular meeting of Monday, December 18, 2017. All applicants are considered on a first-come, first-served basis.

For more information about any of the committees or the process, feel free to contact the Deputy City Clerk Priscilla Tam at (650) 286-3253 or ptam@fostercity.org.

Dated/Posted: October 11, 2017

For Publication: Weekly through November 22, 2017

#

Foster City Committee Roster - Information Technology Advisory Committee

<i>Start</i>	<i>End</i>	<i>Term</i>	<i>Appt.</i>	<i>Office</i>	<i>Last</i>	<i>First</i>	<i>Address</i>	<i>E-mail</i>	<i>Home</i>	<i>Business</i>
<i><u>Information Technology</u></i>										
		N/A		Staff Liaison	Lasky	Rob	610 Foster City Boulevard	rlasky@fostercity.org		286-3216
		N/A	1/3/2017	Council Liaison	Mahanpour	Catherine	188 Flying Cloud Isle	cmahanpour@fostercity.org	477-5385	286-3501
1/1/2017	12/31/2019			vacant						
1/1/2017	12/31/2019			vacant						
1/1/2017	12/31/2019	1st full	1/3/2017	Member	Awasthi	Richa	926 Aruba Lane	reachricha@gmail.com	650-345-30	650-226-6871
1/1/2017	12/31/2019	1st full	1/3/2017	Member	Jimenez	Thaddeus	1022 Monterey Avenue	thaddy@yahoo.com	650-349-39	650-227-7770
1/1/2017	12/31/2019	1st full	1/3/2017	Chair	VanWeeldan	Shaun	213 Rock Harber Lane	shaun.t.vanweelden@gmail.com	641-780-62	641-780-6243



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

CITY OF FOSTER CITY/
EMID

17 OCT 23 PM 2: 25

RECEIVED

Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
(650) 286-2553 (fax)

5:00 P.M. WEDNESDAY,

DEADLINE FOR FILING: NOVEMBER 22, 2017

For more information visit our Web Site at www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: 10/23/2017 Committee or Commission for Which Application is Filed: Information Technology

Name: Neal Narayan E-mail Address: ff.neal.narayan@gmail.com

Present Street Address: 1016 Egret Street, Foster City CA 94404

Home Phone: 650 504 4703 How long have you lived in Foster City? 23 years

What is your occupation? Self-Employed/Business Owner

Employer's Name: SIX50 Productions

Employer's Address: 1016 Egret Street, Foster City CA 94404

Phone: 650 504 4703 Your Present Position: Owner Length of Employment? 7 Years

Self Employed:

Name and Description of Business: SIX50 Productions (Web Design, DJ Services, Film Production)

Address: 1016 Egret Street, Foster City CA 94404 Phone: 650 504 4703

Length of Ownership: 7 Years

Have you ever served on a public board, committee or commission? Yes.

If yes, please explain (limit to 498 characters):

I've sat on numerous boards as a firefighter for the Arcata Fire District in Humboldt County, CA. I've sat on a public information committee, media technologies committee, and I currently sit on the California Training Officer's Association as the media/web master.

Do you have any relatives presently employed by the city or serving in any official capacity? No.

If yes, please give names(s) and relationship (limit to 415 characters):

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Please list individuals who are well acquainted with your personal and/or professional qualifications

Katherine Kennedy	1155 Taylor Street, SF, CA	Planning Specialist	540 556 3832
Name	Address	Occupation	Phone
Eileen Musser	1 DNA Way, SSF, CA	Sr. Professional	650 255 2169
Name	Address	Occupation	Phone
Rhonda Borelli	360 Mullet Court, FC, CA	Accountant Assistant	650 619 1824
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission (limit to 2,050 characters):

I grew up in Foster City since I was 2 years of age. Being raised in this community makes me want to give back in any way that I possibly can. For the last 10 years, I have served the greater California as a firefighter in San Mateo and Humboldt Counties. I am a business owner here in the community and work with technologies every day. In my line of work, I design websites, produce videos, and provide DJ services for numerous businesses and individuals. I am fully aware of the need and wants of technology in our lives in this day and age. My business is named SIX50 Productions, after the area code that Foster City belongs to. This not only shows my loyalty to the area but also how proud I am to call FosterCity my home. Having served on numerous committees in the past, I am aware of the commitment that this position takes and deserves. Thank you for your time and energy. I hope that the best person is picked to fulfill this role on the Information Technology Committee.

Please note, no attachments to this form will be accepted.

Foster City Committee Roster - Parks and Recreation Committee

<i>Start</i>	<i>End</i>	<i>Term</i>	<i>Appt.</i>	<i>Office</i>	<i>Last</i>	<i>First</i>	<i>Address</i>	<i>E-mail</i>	<i>Home</i>	<i>Business</i>
<i><u>Parks and Recreation</u></i>										
		N/A		Staff Liaison	Liu	Jennifer	650 Shell Boulevard	jliu@fostercity.org		286-3390
		N/A	1/3/2017	Council Liaison	Perez	Herb	1044 Pensacola Street	hperez@fostercity.org	468-3143	286-3502 (vm)
1/1/2017	12/31/2019			vacant						
1/1/2017	12/31/2019	1st full	1/3/2017	Secretary	Caprini Sore	Yvonne	769 Shell Boulevard #104	ycaprini@gmail.com	650-430-8191	415-429-7570
1/1/2017	12/31/2019	1st full	1/3/2017	Vice Chair	Menon	Deepa	702 Bahama Lane	netra_arts@yahoo.com	650-358-3973	650-773-3587
1/1/2017	12/31/2019	1st full	1/3/2017	Secretary	Saini	Amit	1050 Hatteras Court	asaini@gmail.com	240-643-8906	N/A
1/1/2017	12/31/2019	1st full	1/3/2017	Chair	Speidel	Melissa	631 Portofino Lane	mj@mjwebdel.com	650-572-1495	650-572-1495

COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors 17 NOV 22 PM 3: 52

CITY OF FOSTER CITY/
EMID

RECEIVED

Communications/City Clerk Department

610 Foster City Boulevard

Foster City, CA 94404

(650) 286-3250 DEADLINE FOR FILING: November 22, 2017

(650) 286-2553 (fax)

For more information visit our Web Site at www.fostercity.org

Please type or print in BLACK INK ONLY

Date: Nov. 21, 2017

Committee or Commission for Which Application is Filed: Parks & Rec

Name: Fred Baer

E-mail Address: baerf@smccd.edu personal: frdbaer@aol.com

Present Street Address: 853 Vega Circle

Home Phone: 650.345.4114

How long have you lived in Foster City? 48 years

What is your occupation?

Community College Marketing & Public Relations / Journalist / TV Producer

Employer's Name:

College of San Mateo / California Community College Athletics

Employer's Address: 1700 West Hillsdale Blvd., San Mateo

Phone: 650.574.6237

Your Present Position:

Sports Information Director, CSM Marketing Dept. / State Statistics Director

Length of Employment? 50 years

Additional self-employment/consultant work:

Journalist/Producer: Network TV Sports Producer/International, Olympic TV Consultant:

USA TODAY Consulting Editor for High School and Olympic Sports Coverage

Olympic Sports Columnist for area media (have been involved with 13 Olympic Games, including on the organizing committees for the 1988 Seoul OG and 1996 Atlanta OG.

Address: 853 Vega Circle, Foster City 94404

Phone: Mobile: 650.483.3733

Length of Ownership: 55 years

Have you ever served on a public board, committee or commission?

Yes

If yes, please explain:

Past member, starting in 1978, of both **Foster City Education** and **Parks and Recreation** Committees; have **chaired** both committees.

Current San Mateo County Veteran's Commissioner (appt by Board of Supervisors)

Do you have any relatives presently employed by the city or serving in any official capacity? NO

If yes, please give names(s) and relationship:

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

USA Track & Field Pacific Association / Past President & Current Vice-President, administrating \$250,000 annual budget for track & field, long distance running, youth athletics, race walking, etc. for the USA's largest regional association, for which I host semiannual meetings at the F.C. Rec. Center.; also serve as women's T&F chair and administer an annual \$15K grand prix to assist our elite athletes prepare for Olympic & international competition (including winning a gold medal at Beijing in 2008)

--Responsible for bringing VALOR GAMES to Foster City in 2013

Founder of the Track and Field Writers of America, largest USA organization of journalists covering Olympic sports.

Past president of local political support organization for current Congresswoman Jackie Speier.

Inducted into four athletics halls of fame for service to athletics & community, including the San Mateo County Sports Hall of Fame.

Please list individuals who are well acquainted with your personal and/or professional qualifications

Ron Galatolo, Chancellor, San Mateo County Community College District, San Mateo.
Congresswoman Jackie Speier, 155 Bovet Rd, San Mateo; 650.342.0300
State Senator Jerry Hill, 1528 El Camino Real, San Mateo; 650.212.3313
Assemblyman Kevin Mullin, 1528 El Camino Real, San Mateo; 650.349.2200
Also: All current members of Foster City Council and members of the County Board of Supervisors.

Please state reasons and objectives for desiring to become a member of this committee/commission:

Having previously served for more than three decades on Foster City Committees, I have shown my dedication to serving the interests of our community. I wish to continue to do so. We have P&R facilities which we can indeed be proud of – but must also continue to move forward. We have many facilities challenges to address.

I continue to be involved in bringing events to our area and city – including the 2014 USA National Paralympic Track & Field Championships CSM – which headquartered at the Crowne Plaza in Foster City. I also brought the NorCal All-Sports Clinic to Foster City (Crowne Plaza) – from Burlingame, where it had been held since the last century.



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

CITY OF FOSTER CITY/
EMID

17 NOV 22 PM 12:41

RECEIVED

Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
(650) 286-2553 (fax)

5:00 P.M. WEDNESDAY,

DEADLINE FOR FILING: NOVEMBER 22, 2017

For more information visit our Web Site at www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: November 21, 2017 Committee or Commission for Which Application is Filed: Parks and Recreation

Name: Doris G. Duncan, Ph.D. E-mail Address: doris_duncan@hotmail.com

Present Street Address: 1009 Foster Square Lane, Unit 401, Foster City, CA 94404

Home Phone: 650-574-0311 How long have you lived in Foster City? about 41 years

What is your occupation? Professor Emerita

Employer's Name: California State University, East Bay

Employer's Address: 25800 Carlos Bee Blvd, Hayward, CA 94542

Phone: 510-885-3000 Your Present Position: Professor Emerita Length of Employment? about 40 years

Self Employed:

Name and Description of Business: _____

Address: _____ Phone: _____

Length of Ownership: _____

Have you ever served on a public board, committee or commission? yes, through Cal State East Bay

If yes, please explain (limit to 498 characters):

Member, Academic Senate, Chair of Honorary Degrees Committee, Chair of Curriculum Committee for College of Business and Economics, Chair of Faculty Hiring Committee for College of Business and Economics, Member of Promotion and Tenure Committee for College of Business and Economics, Chair of Professional Development Fund for Department of Accounting and Computer Information Systems, Director of MBA Programs, Head of Computer Information Systems Program, Head of Telecommunications Program, Graduate Advisor, etc.

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship (limit to 415 characters):

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Community Emergency Response Team (CERT), Foster City, 2016 - present. Member, Advisory Board for Ageno School of Business, Golden Gate University, San Francisco, 2015 - present.

Volunteer Docent, Computer History Museum, Mountain View CA, 2003 - present. Volunteer for San Francisco Ballet BRAVO team, San Francisco Opera House, 2015 - present.

Volunteer Usher, etc., for Broadway by the Bay, San Mateo and Redwood City CA, 2000 - present. Volunteer for special events, Ronald McDonald House at Stanford, Palo Alto CA, 2000 - present.

Volunteer at Padua dining room to feed the less privileged on holidays, Redwood City CA, 1988 - present. At national level: Member of Association of Information Technology Professionals where offices held include:

President, Vice President, Secretary, Education Chair, San Francisco Chapter, also served on several AITP committees 1982 - present. member of many national and international societies and editorial review boards for professional journals, 1978 - present, etc.

Please list individuals who are well acquainted with your personal and/or professional qualifications

Dr. Sweetie Law	25800 Carlos Bee Blvd, Hayward, CA 94542	Professor of Marketing	510-885-3308
Name	Address	Occupation	Phone
Ms. Francine Bellet, Esq.	78675 Morning Star, Palm Desert CA 92211	Attorney	650-743-4741 cell
Name	Address	Occupation	Phone
Mr. James Stanfield	811A Alvarado St., San Francisco, CA 94941	Engineer at SLAC, retired	415-641-4948
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission (limit to 2,050 characters):

I have long been interested in serving this unique city by the bay where I have been a homeowner for about 41 years. Until retiring two years ago from my professorship at California State University East Bay, I have been extremely busy with career and professional endeavors. While I remain professionally active, I now have time to do my part to help make Foster City an even better place to play, live and work. By serving on the Parks and Recreation Citizen Advisory Committee, I will have the opportunity to work with other community minded individuals to optimize the potential of our excellent Parks and Recreation offerings. I would like to see an expanded variety of programs offered for all ages and many interests. Consider the qi gong – aerobic fusion class which I have taken a few times at the recreation center. It was offered by Foster City and the San Mateo Adult School for many years, but I notice this class does not appear in the winter 2018 Activity Guide. Perhaps we can again offer this class or something else that will enhance the quality of life in our community. By taking CERT training, subscribing to Hillbarn Theatre productions, taking classes through the Foster City recreation department plus attending a variety of local events, I have already demonstrated my interest and commitment to the local Foster City Community.

When attending training sessions sponsored by California Women Lead, an organization that encourages women to serve on public boards and run for public office, I was inspired by many great men and women who give selflessly of their time and talent to help make their cities, counties and California the best possible places to enjoy an outstanding quality of life. I aspire to join their ranks in helping to make the world, starting with my own community, a better place.

If selected to serve on the Foster City Parks and Recreation Citizen Advisory Committee, I will do my very best to uphold the high standards set by those who have served and continue to serve our great community. For more information please take a look at my resume/curriculum vitae posted on my website: www.dorisduncan.com. Feel free to contact me if you have questions or concerns.

Thank you for your careful consideration of my application for the Foster City Parks and Recreation Citizen Advisory Committee. Respectfully submitted, Doris G. Duncan

Please note, no attachments to this form will be accepted.



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

CITY OF FOSTER CITY/
EMID

17 OCT 30 AM 11:26

RECEIVED

Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
(650) 286-2553 (fax)

5:00 P.M. WEDNESDAY,

DEADLINE FOR FILING: NOVEMBER 22, 2017

For more information visit our Web Site at www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: November 1, 2017 Committee or Commission for Which Application is Filed: Parks & Recreation

Name: Deborah Owdom E-mail Address: debraowdom@comcast.net

Present Street Address: 1131 Compass Lane, #109

Home Phone: (650) 638-1103 How long have you lived in Foster City? 4 years

What is your occupation? RSVP Program Coordinator

Employer's Name: Mills-Peninsula Medical Center

Employer's Address: 1720 El Camino Real, Suite 10

Phone: (650) 696-7661 Your Present Position: Program Coordinator Length of Employment? 18 years

Self Employed:

Name and Description of Business: _____

Address: _____ Phone: _____

Length of Ownership: _____

Have you ever served on a public board, committee or commission? No

If yes, please explain (limit to 498 characters):

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship (limit to 415 characters):

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Marina Point Homeowners Association Board of Directors

Please list individuals who are well acquainted with your personal and/or professional qualifications

Marlene Hooper	969-G Edgewater Blvd., #901, Foster City	Foster City Village	(650) 483-4999
Name	Address	Occupation	Phone
Donna Campi	1050 Balclutha Drive, Foster City	FGP Program Coordinator	(650) 341-3644
Name	Address	Occupation	Phone
Carol McMahon	1131 Compass Lane, #115, Foster City	Retired	(650) 349-8575
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission (limit to 2,050 characters):

I was born and raised in the Parkside area of San Mateo. My parent were original homeowners in that neighborhood and raised 4 children in this newly developed area of San Mateo. As a child I watched Foster City being developed. I rode my bicycle across the salt flats to get to "Neighborhood 1" to visit and play with children from my class at St. Timothy's School. Wow ... "Neighborhood 1" in a brand new city!

I have always wanted to be involved in my city. It is only in the last 3 years that my husband and I achieved home ownership and therefore feel that I am now qualified to serve on a Commission or Committee. As a renter, I never felt that I was qualified. We chose Foster City because it is a safe place to live. We enjoy the bay trails, and of course we enjoy the mild climate throughout the year. With homeownership in a Homeowners Association, getting involved in my community was important to me. I felt that this was a responsibility that comes with living in a community. I started attending Board Meetings to acquaint myself with my neighborhood and became a Board Member in 2017.

I have a Bachelor's and a Master's Degree in Recreation Administration and Leisure Studies and feel that I can contribute to the work of the Parks & Recreation Commission because of my interests in community activities, events and open space for all. I have a real appreciation for the many parks that are in Foster City and enjoy reading about the variety of classes and activities that are provided for all ages and cultures in our city. My husband and I are avid fans of the Summer Concerts in the Park and feel that Foster City's venue is by far the envy of the peninsula as a place to enjoy these events. I work with older adults and have a particular interest in activities for older adults in Foster City. I am an Associate Member of the Foster City Village. I appreciate the mission of the Village and hearing of the many activities.

I hope that you will consider my application for a position on the Foster City Parks and Recreation Commission.

Thank you

Please note, no attachments to this form will be accepted.



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

CITY OF FOSTER CITY
EMID

17 OCT 19 AM 9:18

RECEIVED

Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
(650) 286-2553 (fax)

5:00 P.M. WEDNESDAY,

DEADLINE FOR FILING: NOVEMBER 22, 2017

For more information visit our Web Site at www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: 10/18/2017 Committee or Commission for Which Application is Filed: Parks & Recreation

Name: Michael P. Streby E-mail Address: michaelpstreby@gmail.com

Present Street Address: 1110 Polynesia Drive Apt 102 Foster City CA 94404

Home Phone: 765-532-9385 How long have you lived in Foster City? 3 years

What is your occupation? Healthcare Administration

Employer's Name: Sutter Health

Employer's Address: California

Phone: 916-872-5524 Your Present Position: Bay Area Wellness Coordinator & LGBTQIA IRG Program Mgr Length of Employment? 5 years

Self Employed:

Name and Description of Business: NA

Address: NA Phone: NA

Length of Ownership: NA

Have you ever served on a public board, committee or commission? No, private sector only

If yes, please explain (limit to 498 characters):

Relative Experience: Board Member for Rotary Club of Foster City, President for the Foster Parent Association for the County of San Mateo, former subject matter advisor for the Speaker of the House of Representatives for Massachusetts

Do you have any relatives presently employed by the city or serving in any official capacity? NO

If yes, please give names(s) and relationship (limit to 415 characters):

NA

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Rotary Club of Foster City Member: 2012 - 2016 (Board Member 2015-2016)

County of San Mateo Foster Parent Association 2016 - Present

BANPAC Lead Member 2013 - 2017

Foster City PJCC Volleyball Coach and Group Exercise Instructor 2014 - Present

American Council on Exercise Subject Matter Expert 2012 - Present

Please list individuals who are well acquainted with your personal and/or professional qualifications

Maynard Jenkins	San Francisco	VP of HR (Sutter Health)	415-225-0521
Name	Address	Occupation	Phone
Michelle Mandell	Foster City	Group Exercise Director (PJCC)	650-378-2771
Name	Address	Occupation	Phone
Dr. Nancy Brown	Redwood City	Health Education Director (Sutter Health)	650-804-1068
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission (limit to 2,050 characters):

It is with great anticipation that I present my desire to become a committee member for Foster City Parks and Recreation. I possess a Master of Science in Recreation, Tourism and Sports Management from the University of Illinois and a Bachelor of Arts in Health & Fitness from Purdue University, and have always been involved in my career in community program development and budget management. With over 15 years hands-on experience in health improvement program leadership, I am confident in my ability to become an asset to the team.

Some of my relevant experience includes:

- Current Bay Area Wellness Coordinator for Sutter Health
- Current Subject Matter Expert for the American Council on Exercise (ACE)
- Active leading member for Bay Area Nutrition & Physical Activity Collaborative (BANPAC)
- Former Director for the San Mateo Peninsula Family YMCA
- Former Director for YMCA of Greater Boston
- Former Director for Dedham Health & Athletic Complex
- Former Cambridge Boston Volleyball Association President
- Former Coca-Cola World Headquarters Corporate Wellness Lead
- Former National Youth Sports Program Team Lead

Together I hope we provide Foster City with the best Park & Rec program in the country, and to better serve the deserving families in our ever growing community focusing on Healthy Living, Youth Development, and Social Responsibility.

Please note, no attachments to this form will be accepted.



COMMITTEE/COMMISSION

Application for Appointment
By City Council/Board of Directors

CITY OF FOSTER CITY/
EMID

17 NOV 20 AM 1:38

RECEIVED

Communications/City Clerk Department
610 Foster City Boulevard
Foster City, CA 94404
(650) 286-3250
(650) 286-2553 (fax)

5:00 P.M. WEDNESDAY,

DEADLINE FOR FILING: NOVEMBER 22, 2017

For more information visit our Web Site at www.fostercity.org

Please type or print in **BLACK INK ONLY**

Date: Nov. 20, 2017 Committee or Commission for Which Application is Filed: Parks and Recreation

Name: Charles M. Tomberg E-mail Address: charlie@ctomberg.com

Present Street Address: 628 Portofino Lane, Foster City, CA 94404

Home Phone: 650-533-9564 How long have you lived in Foster City? 10 years

What is your occupation? Director of a small family foundation

Employer's Name: The Tomberg Family Philanthropies

Employer's Address: 628 Portofino Lane, Foster City, CA 94404

Phone: 650-533-9564 Your Present Position: Director Length of Employment? 12 years

Self Employed:

Name and Description of Business: _____

Address: _____ Phone: _____

Length of Ownership: _____

Have you ever served on a public board, committee or commission? Yes

If yes, please explain (limit to 498 characters):

I served for six years as a member of the prior Foster City Parks and Recreation Committee, including on
e
year each as Secretary, Vice Chair and Chair.

I served on the Lawn Conversion and Bocce Ball Court Project Community Group in 2015 and 2016. ☒

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship (limit to 415 characters):

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Foster City Community Emergency Response Team (CERT)	Neighborhood #5 Member	2016 -
Peninsula Humane Society & SPCA	Volunteer	2016 -
San Mateo Area Leadership Class	Participant	Class of 2015
Coastside Land Trust	Intern and Volunteer	2014
Island J Board of Directors	Member of the Board	November, 2012 - May, 2013

Please list individuals who are well acquainted with your personal and/or professional qualifications

Sam Hindi	311 Mullet Court, Foster City	Vice Mayor	650-578-1280
Name	Address	Occupation	Phone
Herb Perez	1044 Pensacola St, Foster City	Councilmember	650-468-3143
Name	Address	Occupation	Phone
Melissa Speidel	631 Portofino Lane, Foster City	Chair, Parks & Rec. Cmte	650-572-1495
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission (limit to 2,050 characters):

I am seeking appointment to the committee in order to be able to further contribute my experience and knowledge to the community. The parks and recreation opportunities in Foster City are among the features that make our city an amazing place to live. I am passionate about maintaining and expanding our recreational opportunities, and about ensuring we have a variety of different opportunities to meet the needs of all the diverse members of our community. Diversity of views and experiences is also important for members of the committee. I will bring an environmental perspective to the committee somewhat different from that of other members, and I hope this will strengthen the committee's discussions. I know firsthand the value that a comprehensive park system can contribute to a city. One of the reasons that I moved to Foster City was the large amount of green space in the city and the numerous opportunities for walking in the parks and trails and boating on the lagoon. I also appreciate the many and varied uses of the city's parks, from hosting organized sporting events to serving as the venue for summer concerts. I wish to help preserve and expand these opportunities for present and future residents of the community.

I have participated in the community in a number of ways, including completing the Leadership Class, being trained and certified as a CERT member and volunteering with the Peninsula Humane Society & SPCA. To help further my work for the broader community, I completed a MA degree in Philanthropic Studies from Indiana University in 2015.

Foster City is entering a new phase in its existence, with new challenges and new opportunities brought on by its expanding population, changing demographics and changing environment. We need to build on the excellent foundation that we have inherited and to continue to make our parks and recreation opportunities relevant for future generations. This is an important task, and I would like to be a part of it.

Please note, no attachments to this form will be accepted.



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jennifer Liu, Parks and Recreation Director
Colleen Gotthardt, Recreation Coordinator - Seniors
Andra Lorenz, Senior Management Analyst

SUBJECT: SENIOR EXPRESS BUS SERVICE

RECOMMENDATION

It is recommended that the City Council, by Minute Order, authorize staff to:

1. Discontinue the Senior Express Door-to-Door service as of January 1, 2018 and assist current Senior Express Door-to-Door riders to transition to the Peninsula Jewish Community Center (PJCC) "Get Up and Go" program; and
2. Continue the Trips & Tours component through a chartered transportation service with no additional net costs to Senior Programs; and
3. Sell the Senior Express bus through the City's vehicle auction service.

EXECUTIVE SUMMARY

Foster City has provided the Senior Express transportation program since 1999, when it received Federal grant funding to meet the transportation needs of older adults in Foster City. Since that time, additional senior transportation programs have been available to Foster City seniors through the PJCC, the Foster City Village, and private transportation services. Concurrently, the transportation industry has shifted such that finding driver-only services for the Senior Express program has become problematic, making now a good time to evaluate the overall need for the Senior Express program.

Discontinuing the Senior Express program would result in an annual budget savings without compromising transportation services to seniors in Foster City. The Trips and Tours program is a well-used Senior Programs service that staff recommends maintaining, as program costs are offset by program participant fees. The sale of the

City-owned bus will enable the City to realize (a one-time) revenue.

BACKGROUND

In March of 1999, the City Council authorized the expenditure of \$13,000 from the General Fund to match grant funding to purchase a 21-passenger vehicle through a Federal Transit Administration Section 5310 Grant. The grant was awarded to Foster City in order to implement a senior transportation program to complement the opening of the new Senior Wing of the Recreation Center.

The terms of the original grant were fulfilled in April 2008, at which point the ownership of the vehicle reverted solely to the City and all program stipulations were removed. Foster City continued to operate the program, which consists of the following components:

1. Door-to-Door Service: Takes individual seniors to appointments within the service area for a per-ride fee of \$2.50 each way for in-town destinations and \$5 each way for out-of-town destinations. The Door-to-Door Service provides an average of one hundred (100) rides per month to approximately 10-20 regular users.
2. Trips and Tours Service: Takes groups of seniors to recreational destinations for a price that is calculated to cover the actual cost of the outing, including the transportation cost. In 2016, 22 trips involved over 300 participants and the City netted approximately \$6,000 in revenue.
3. Charter Service: Allows non-profit agencies and other cities to utilize the vehicle to provide transportation for their programs, when it is not in use for Foster City programs, for a price that is calculated to cover the cost incurred by the renter's use.

Since program inception, the City has contracted with a private vendor for driver services. In Fiscal Year 2017-2018, the budget for the driver to provide both Door-to-Door and Trips and Tours services is \$32,520. The estimated revenue generated for Door-to-Door service is \$2,750. The Trips and Tours service is expected to net approximately \$6,000 from program participant fees. The overall expected Fiscal Year 2017-2018 subsidy for the program is \$23,770.

MV Transportation, the vendor with whom the City had a contract for driver services, provided notice to discontinue providing driver service effective July 31, 2017. MV Transportation is no longer interested in providing driver-only services as it has shifted its contract model toward charter services that include both the driver and the vehicle. Since July 31, MV Transportation has been providing service on a short-term contract, which is scheduled to end on December 31, 2017.

ANALYSIS

City staff made preliminary inquiries to determine potential vendor interest in providing driver services for the Senior Express program and has not found a vendor that is

willing to bid the service. Assuming that the City is able to find a vendor who would be willing to provide the service, it is likely to be much more expensive than in previous years. The short-term contract hourly rate with MV Transportation is \$48.58. Previously, the hourly rate had been \$38.79, which is an increase of \$9.79.

However, even if driver services could be secured for Senior Express program, shifting opportunities has opened new avenues for senior transportation. In the past, options were limited, but now is a good time to evaluate the efficacy and options for the three program components.

Component 1: Door-to-Door Service

The Senior Express Door-to-Door service was important at a time when senior transportation alternatives were limited in Foster City. However, recently staff has identified several options for senior transportation, none of which existed at the time that the Senior Express was started:

- The Peninsula Jewish Community Center (PJCC) “Get Up and Go” program is almost identical to the Senior Express Door-to-Door service. The “Get Up and Go” program has been operating for a few years, but has recently become free to users as it provides service through grant funding and volunteer drivers. It is open to all residents, not just members of the PJCC. Given that the service is very similar to the City’s program except that there is no cost to users, it is expected that ridership will naturally migrate from the City’s program to the PJCC program. The PJCC has indicated that it has the capacity for the 20-30 current regular users of the City’s Senior Express service and others who may be referred from the Senior Wing. Increased ridership will provide compelling justification for renewal of grant funding for the “Get Up and Go” program after this current 2-year cycle is complete. Foster City staff would actively work with its regular riders to ensure a smooth transition from the City’s Senior Express program to the PJCC program and would provide referrals to others who inquire about senior transportation.
- The Foster City Village is a membership-based program that provides a number of services to Foster City seniors, including transportation services.
- GoGo Grandparent provides affordable senior transportation that can pick up within 15 minutes; similar to Lyft or Uber.

Given this expanded array of senior transportation choices, the Senior Express Door-to-Door service is no longer the most effective option for Foster City seniors. It is recommended that City Council provide direction to discontinue the Door-to-Door service, at which point City staff will actively work with existing Senior Express Door-to-Door riders to help them to register for and understand how to use the “Get Up and Go” program, which provides a significantly similar service at a lower cost to users.

Component 2: Trips and Tours Service

It will be important to find another methodology for implementing the Trips and Tours

element of the Senior Express program. Chartering a vehicle and driver specifically for the Trips and Tours program is recommended. Revenue collected from users would recover the cost of this service.

The current Senior Express vehicle was purchased in 2015 at a cost of \$87,000. Of the total cost, \$80,000 was funded by the City through the Vehicle Replacement fund and \$7,000 was funded by a private donor. It is a shuttle-type van that holds 19 passengers, requiring the driver to maintain a Class C Commercial Driver's License. If the Senior Express program is discontinued, it is unlikely that the vehicle can be used for other City uses; therefore selling the vehicle is recommended. City staff estimates that it would fetch \$25,000 if offered through the City's vehicle auction service.

Component 3: Charter Service

The Senior Express Charter Service has never been a major component of the Senior Express program and is primarily provided as a courtesy to neighboring agencies that have a need for occasional service. The discontinuation of this service will have no fiscal or program impact on Foster City as the Charter Service collects revenue in an amount to cover the cost of service.

FISCAL IMPACT

- The annual budget for the Senior Express program is \$44,440. Discontinuing the Door-to-Door service would result in a budget savings of \$10,520 and loss of \$2,750 revenues annually. Discontinuing the Charter services would result in a budget savings of \$11,920 annually for a total savings of \$22,440.
- Maintaining the Trips and Tours component of the program would have a fiscal impact of \$22,000 for chartered transportation services and is anticipated to generate approximately \$6,000 in net revenues from program participants.
- Sale of the vehicle would likely realize a one-time revenue of approximately \$25,000.

ALTERNATIVES

Alternative 1: (Recommended) Discontinue the Senior Express program. Refer Door-to-Door service to the "Get Up and Go" program and engage a charter bus service for Trips and Tours. Sell the Senior Express vehicle.

Alternative 2: Maintain the current program and seek alternate contract driver services to replace MV Transportation. Return to the City Council with a request for additional funding (as needed) to cover the cost of the driver contract.

Alternative 3: Hire an in-house driver for the Senior Express. Return to the City Council for a budget appropriation and to adopt a Job Description and Pay Plan amendment.

Attachments:

- Attachment 1 – Senior Express Brochure
- Attachment 2 – PJCC “Get Up and Go” Program Brochure



Senior Wing Activities

Looking to visit the Senior Wing? Here are a list of activities that take place at the Senior Wing during Senior Express Bus operation hours:

TUESDAY:

- Painting & Drawing 9:30a.m.
- Yoga 10:00a.m.
- Zumba Gold 10:45a.m. & 11:45a.m.
- Bingo 12:30p.m.
- Painting & Drawing 12:30p.m.
- Tai Chi 1:00p.m.

WEDNESDAY:

- Hand & Machine Knitting 9:30a.m.
- Qi Gong 10:30a.m.
- Hand & Machine Knitting 12:30p.m.

Please inquire about day trips and lunch bunch activities we host on different Wednesdays of the month.

THURSDAY:

- Tai Chi 9:00a.m.
- 55+ Club Meeting 11:00a.m.
- Yoga for Health 12:00p.m.
- Movie 12:30p.m.
- Bingo 12:30p.m.
- Bridge 1:00p.m.
- Tai Chi 1:00p.m.

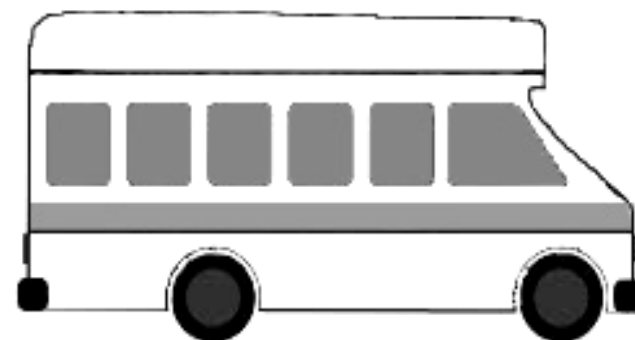
For Reservations

Please call 650.286.2585

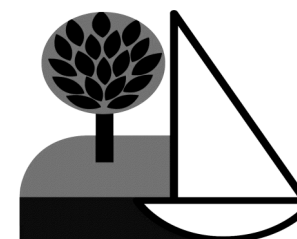
To plan your travel, please call or visit the Senior Wing front desk between the hours of 9:00a.m. and 1:00p.m., Monday through Friday. No ride requests for the next day will be taken after 1:00p.m.; reservations can be made up to two weeks in advance.



Foster City Senior Express



Creating Community through People,
Parks and Programs



Foster City Recreation Center
650 Shell Blvd. | Foster City, CA. 94404
650.286.2585 | www.FosterCity.Org



Bus Schedule

Hours of operation:

TUESDAY: 9:00a.m. - 3:30p.m.

Operates only within Foster City & San Mateo.

WEDNESDAY: 9:00a.m. - 5:00p.m.

The Senior Express will operate within Foster City and San Mateo, and also within the following boundaries:

N—Burlingame

(Trousdale Ave./Peninsula Hospital),
& Millbrae BART

S—Redwood City Kaiser

(exceptions to Stanford Hospital)

E— Foster City (Not across S.M. Bridge)

W—Up to 280

THURSDAY: 10:00a.m. - 3:30p.m.

Operates only within Foster City & San Mateo.



Bus Fees

Punch Cards:

The payment method for the Senior Express is a punch card. Punch cards can be purchased at the Senior Wing front desk or can be mailed to your home after payment has been received.

No payment will be accepted on the bus. All payments of cash need to be in exact change.

<u>In Town Bus Pass</u>	<u>Out of Town Bus Pass</u>
6-pack Punch Card: \$12 (\$2/ride)*	6-pack Punch Card: \$30 (\$5/ride)*
10-pack Punch Card: \$18 (1 free) *	10-pack Punch Card: \$45 (1 free)*
20-pack Punch Card: \$30 (5 free)*	20-pack Punch Card: \$75 (5 free)*

***All Bus Pass purchases are FINAL; no refunds**

RESERVATION INFORMATION ON BACK



Policy Guidelines

Daily Rides:

- Users must be Foster City residents age 55 or older; exceptions may be made on a case-by-case basis.
- Reservations must be made by 1pm the day before reservation requested pick up time.
- Reservations can be made up to 2 weeks in advance.
- The Senior Express bus driver will not wait more than 5 minutes for a rider to come out of their house.
- Payment/punch card is to be presented to the driver at the beginning of each ride before taking a seat on the bus.
- Rides must be cancelled one hour before the reservation or the rider will be charged a one-way fare.

How to Request Service

Potential riders (or families, friends and medical providers) can call **650.378.2750**.

We conduct a brief phone interview to determine the rider's needs and mobility issues, and to obtain the rider's medical and primary physician contact information.



"I was virtually a shut-in. Get Up & Go has changed my life in a great way—it has given me a wonderful social outlet."

Cost

Get Up & Go is a free transportation service available to adults 50+ living and travelling within San Mateo County. See details in *Restrictions* section on reverse side.

Special Social Events

On Wednesdays, **Get Up & Go** brings riders to the PJCC for a low-cost lunch followed by programs such as:

- Musical performances
- Documentary films
- Guest speakers, writers and artists

Volunteer Opportunities

As a non-profit, **Get Up & Go** relies upon the generosity of volunteers who give their time to make the program the success that it is. We need volunteer drivers, outreach at senior fairs, and office help. Please call **650.378.2698**.

The PJCC offers life-enhancing programs for people of all ages, faiths and backgrounds.

PJCC

Peninsula Jewish Community Center
800 Foster City Blvd., Foster City, CA 94404
650.212.PJCC (7522) • pjcc.org

Get Up & Go is supported by gifts to the PJCC and grants from:

The Jewish Community Endowment Newhouse Fund

The Jewish Community Federation and Endowment Fund

*The Metropolitan Transportation Commission's Section 5310
Formula Grants for the Enhanced Mobility of Seniors and
Individuals with Disabilities*

Mills-Peninsula Health Services

May and Stanley Smith Charitable Trust



PJCC

Get Up & Go!

Free Transportation Service for Seniors



Have you, or someone you know, stopped driving?
Let someone else take the wheel so you can ...

Call 650.378.2750

Peninsula Jewish Community Center



What is *Get Up & Go*?

It is a free personalized transportation and activity service for older adults who do not drive. It is provided through the Peninsula Jewish Community Center (PJCC) and is available to anyone 50+ living and traveling in San Mateo County, regardless of income or religious affiliation.



"I absolutely feel more connected to things and people because I don't have to rely on family for transportation. I'm not so helpless anymore."



How Does *Get Up & Go* Work?

Trained volunteers in their personal cars and dedicated PJCC drivers in vans or wheelchair-enabled buses, provide this door-to-door service for non-driving older adults. Riders can use *Get Up & Go* for medical or dental appointments, grocery shopping, and some personal appointments.

Escorts are provided as needed and are available for those who need help with:

- Walking from home to the bus or car
- Stepping on and off the bus
- Walking to destinations
- Assistance with shopping
- Reading labels

Get Up & Go Schedule

Mondays • Tuesdays • Thursdays • Fridays
9:30 am – 3:30 pm

Please note there is no service on national and Jewish holidays; times listed above are first morning pick-up and final afternoon drop-off.

"I was housebound before Get Up & Go; now I get out more. The service is reliable and the people are great."



Reservations

Get Up & Go is a first-come, first-served service. Reservations may be made up to one month in advance, but no later than the Wednesday in the week prior to the date transportation is needed.

Restrictions

Rides are provided throughout San Mateo County (except for the coast). We also offer rides to Stanford Hospital & Clinics and Palo Alto VA. We gladly accommodate wheelchairs and walkers; however we cannot transfer riders into, out of, or push their wheelchairs. Family or professional caregivers may accompany riders for transfer services or support.



"I can rely on Get Up & Go to get me to doctors and the PJCC. I'm now more independent."



DATE: December 18, 2017

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: RECREATION CENTER MASTER PLAN - CONCEPTUAL DESIGN
REQUEST FOR PROPOSALS

RECOMMENDATION

It is recommended that the City Council, adopt the attached resolution:

1. Approving a new Capital Improvement Project and appropriating funding from General Fund reserves to the Capital Improvement Program – City for the Recreation Center Master Plan Project; and
2. Authorizing City staff to issue a Request for Proposals for Conceptual Design Services.

EXECUTIVE SUMMARY

On October 23, 2017, the City Council passed Minute Order No. 1519, directing City staff to develop a new Capital Improvement Project for the Recreation Center Master Plan, which is included in this Staff Report as Attachment 2, and directing staff to develop a Request for Proposals for Recreation Center Master Plan Conceptual Design Plans, which is included in this Staff Report as Attachment 4. It is recommended that the City Council approve the Capital Improvement Program (CIP); appropriate \$300,000 from the General Fund reserves to the City Capital Improvement Fund in Fiscal Year 2017-2018; and authorize City staff to issue the Request For Proposals (RFP) for the Conceptual Design for the Recreation Center Master Plan (RCMP).

BACKGROUND

The Recreation Center opened to the public in 1974. Due to its location as a central

amenity in Foster City's "crown jewel" Leo J. Ryan Park, the William E. Walker Recreation Center is a hub of activity in the Foster City community. The current need for significant structural upgrades to this aging facility has dictated the timing for a conversation about achieving the best and highest use of the Recreation Center facility and its surrounding park amenities.

The City Council has received extensive public input regarding the Community's facility needs and interests. On April 3, 2017, the City Council commissioned a Subcommittee comprised of Mayor Sam Hindi and Councilmember Catherine Mahanpour to work with City staff to develop a recommendation for the future of the RCMP project based on this public input. At the City Council Special Meeting on October 23, 2017, the City Council passed Minute Order No. 1519 (Attachment 2), supporting a recommendation by the Subcommittee to move forward with:

1. Developing a Capital Improvement Project for the Recreation Center Master Plan; and
2. Issuing a Request for Proposals to develop a conceptual design plan that would allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined; and
3. Directing staff and the Subcommittee to meet with the Hillbarn Theatre regarding a potential partnership at the site.

ANALYSIS

Attachment 3 is the narrative for a new Capital Improvement Project for the Recreation Center Master Plan. It is recommended that the City Council approve the CIP and appropriate \$300,000 from the General Fund reserves to the City Capital Improvement Fund in Fiscal Year 2017-2018 to complete Conceptual Designs for the project.

Attachment 4 is a Request for Proposals (RFP) for the Conceptual Design for the Recreation Center Master Plan. The RFP Scope of Services was reviewed by the City Council Subcommittee to ensure that it captured the intent of the Subcommittee and City Council. It is recommended that the City Council approve the issuance of this RFP.

City staff and the City Council Subcommittee members met with Hillbarn Theatre Executive Director Dan Demers on November 13, 2017, at which meeting both the City and the Hillbarn Theatre representatives expressed interest in continuing a discussion regarding the potential for collaborating on arts programming at the Recreation Center facility. While there will need to be a continued discussion, both parties recognize the potential opportunities that this endeavor might present.

FISCAL IMPACT

Taking the recommended action will necessitate an appropriation of \$300,000 from the General Fund reserves for a Recreation Center Master Plan CIP. There is a minor cost to issue the RFP for Conceptual Design Services. The agreement for Conceptual Design Services with actual costs will be brought back to the City Council for approval

once proposals have been received and evaluated.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Minute Order No. 1519
- Attachment 3 - Recreation Center Master Plan Capital Improvement Project Narrative
- Attachment 4 - Request for Proposals for Recreation Center Master Plan Conceptual Design Plans
 - 4a. Scope of Services
 - 4b. Defined Facility and Site Assumptions
 - 4c. Functional Space Allocation Sizes
 - 4d. Community Outreach Findings
 - 4e. Current Fiscal Year Parks and Recreation Department Budget
 - 4f. Sample Agreement for Professional Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY 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

CITY OF FOSTER CITY

WHEREAS, the City Council has received public input regarding the Community's need for recreation services at the Recreation Center; and

WHEREAS, the City Council wishes to establish the Recreation Center Master Plan as a Capital Improvement Project and appropriate \$300,000 from the General Fund reserve to begin the planning process; and

WHEREAS, the City Council would like to proceed with defining the scope of the Recreation Center Master Plan project by engaging a consultant to develop Conceptual Design Plans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby

1. Approve a new Recreation Center Master Plan Capital Improvement Project in the FY 2017-2018 Capital Improvement Program; and
2. Appropriate \$300,000 from the General Fund reserve for the Recreation Center Master Plan Capital Improvement Project; and
3. Authorize Staff to issue a Request For Proposals for Recreation Center Master Plan Conceptual Design Services.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

MINUTE ORDER

No. 1519

OFFICE OF THE CITY CLERK
FOSTER CITY, CALIFORNIA

Date: October 27, 2017

Attention: City Council/EMID Board
Kevin Miller, City Manager
Jennifer Liu, Parks and Recreation Director

City Council/EMID Board of Directors Meeting Date: October 23, 2017

Subject: 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) 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.



CITY CLERK/DISTRICT SECRETARY

CIP PROJECT DESCRIPTION FOR FIVE-YEAR FINANCIAL PLAN

Conceptual Design Plans for Multi-use Recreation/Community Facility and Adjoining Park (2017-2018)

Funding	Funding Sources	
	CIP City	Total
2017-2018	300,000	300,000
2018-2019	-	-
2019-2020	-	-
2020-2021	-	-
2021-2022	-	-
Total	300,000	300,000

Expenditures	Expenditure Categories			
	Estimated Project Cost	Inflation %	Inflation Escalation	Total
2017-2018	300,000	0%	-	300,000
2018-2019	-	3%	-	-
2019-2020	-	6%	-	-
2020-2021	-	9%	-	-
2021-2022	-	12%	-	-
Subtotal	300,000		-	300,000
Totals	300,000		-	300,000

PROJECT PRIORITY CATEGORY: A

POSSIBLE FUNDING SOURCES:

1. Capital Investment – City Fund

PROJECT DESCRIPTION:

Conceptual Design Plans - \$300,000

The Recreation Center opened to the public in 1974. The current need for significant structural upgrades to this aging facility has dictated the timing to evaluate the best and highest use of the Recreation Center facility and its surrounding park amenities.

In October 2016, the City Council authorized a Community Input Study to provide information on creating a fully functional Recreation Center Master Plan that will serve current and future needs.

In April 2017, the City Council received extensive public input regarding the Community's facility needs and interests.

In October 2017, the City Council directed staff to draft a CIP for Conceptual Design Plans for a multi-use recreation/community facility and surrounding park amenities based on the community input findings.

The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility in Leo Ryan Park. The ideal concept will demonstrate strategies to create an effective and dynamic public gathering space with capacity to offer a regional destination.

The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined

PROJECTED TIMELINE:

Award Contract

Delivery of Conceptual Design Plans

April 2018

December 2018



City of Foster City

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

Conceptual Design Plans Multi-use Recreation/Community Facility and Adjoining Park

Closing Date and Time

The City of Foster City requires two (2) hard-copies and one (1) electronic copy of each proposal be submitted by 2:00pm PST on February 15, 2018.

Contact

Jennifer L. Liu
Director of Parks and Recreation
650 Shell Blvd
Foster City, CA 94404
jliu@fostercity.org
650-286-3380

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1. Invitation
2. General Information
3. Required Proposal Content
4. Proposal Submittal Procedure
5. Scope of Services and Management and Project Controls
6. Selection & Evaluation Criteria
7. Insurance

Attachments

- A. Draft Scope of Services
- B. Defined Facility & Site Assumptions
- C. Functional Space Allocation Worksheet
- D. Community Outreach Findings
- E. Current Fiscal Year Parks and Recreation Department Budget
 1. Recreation Administration
 2. Special Recreation
 3. Parks Maintenance
 4. Building Maintenance Operating Line Item Budget
 5. Building Maintenance Allocation per Department
 6. 5-year CIP
- F. Sample Agreement for Professional Services

1.0 Invitation

The City of Foster City is inviting proposals for Professional Services for Conceptual Design Plans for the design of a new Multi-use Recreation/Community Facility and supporting amenities within Leo Ryan Park, managed by the Foster City Parks and Recreation Department.

The Services required shall address pre-design activities and deliverables as well as deliverables associated with conceptual design plans.

The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility and the surrounding Leo Ryan Park. The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined.

The ideal submittal will demonstrate strategies to create an effective and dynamic public gathering space with capacity to offer a regional destination.

The City is interested in a project delivery methodology that allows for collaboration between the City Council Subcommittee, City staff, and the Consultant

RFP issued: January 8, 2018

RFP closes: February 15, 2018 at 2:00pm

Optional Site Visit & Pre-bid Meeting

There is an optional site visit and pre-bid meeting for interested proposers at 1pm on January 24, 2018. Please meet at the Recreation Center located at 650 Shell Blvd., Foster City, CA 94404. The meeting will take place in the Mist Room.

2.0 General Information

2.1 Introduction & Background

Foster City is approximately four square miles, located approximately 25 miles south of San Francisco and 30 miles north of Silicon Valley with easy access from HWY 101 and HWY 92. It is a culturally diverse community of roughly 31,000 residents. Unique to Foster City is the beauty and access to water, both the Bay Trail and its manmade lagoon system.

The City of Foster City is a "Planned Community", constructed and implemented based on an organized program of development that was conceived over 30 years ago. The City was originally designed to be a suburban community with a clear community center (Metro Center) and an industrial base to support required services. While Foster City is relatively young, we face challenges similar to surrounding communities related to sustainability (economic, environmental, and social) as the City nears build-out as well as aging infrastructure and the related long-term maintenance associated with end of useful life replacements.

The William E. Walker Recreation Center, situated in Leo J. Ryan Park, opened to the public in 1974. The current need for significant structural upgrades to this aging facility has dictated the timing to evaluate the best and highest use of the Recreation Center facility and its surrounding park amenities.

Leo J. Ryan Park Memorial Park is located in the center of the City, encompassing 20 acres overlooking Central Lake, the largest water expanse in the lagoon system. Besides the wonderful waterfront setting, the Park includes an outdoor amphitheater; sailboat tie-up facilities; boardwalk; expansive lawn areas; a gazebo on the lake; tennis and bocce ball courts; a hilltop picnic area; Boat House, and restroom facilities.

Between October 2016 and April 2017, the City completed a Community Input Study to provide information on creating a fully functional Recreation Center Master Plan that will serve current and future needs. Links to the reports and presentations to date on this project can be found at:

<http://www.fostercity.org/parksandrecreation/features/Recreation-Center-Dev.cfm>

Quality of life is a priority for Foster City residents, and many choose Foster City as a home based on its 24 parks and sense of community. As our community continues to experience the regional struggles associated with transportation, housing, and economic develop, it is critical to safe guard Foster City's tradition of creating a welcoming environment for all – a place where our residents can take pride in their community and experience a sense of belonging and a place that attracts visitors to the "jewel of the Peninsula".

3.0 Required Proposal Content

To be considered responsive to this RFP, submittals should address the requested items in subsections A, B, C, D, E, and F below. The body of each proposal, excluding cover letter and appendices, should not exceed 10 pages. Extensive, complex analytical work that would otherwise be performed during the course of work for the project should not be included.

The cover letter should not exceed one page. As an appendix, provide resumes for the proposed project and sub-consulting teams, if any. Do not submit additional information.

Proposals should be bound with numbered tabs identifying each section herein specified.

Failure to comply with these requirements may be cause for your proposal to be considered non-responsive.

To demonstrate your qualifications and ability to perform the consultant services described in the Attachment A, Draft Scope of Services, the Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and are intended to address the Consultant's qualifications and experience.

A. Executive Summary

A summary containing highlights of Consultant's qualifications to provide the services described in the RFP, why your organization would be well-suited to provide the required services, and a narrative of the organization's understanding of the project and services required.

B. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and an approach structured to ensure:

- Quality performance.
- Responsiveness to City Staff and project requirements.
- Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the firm's cost and schedule monitoring methodologies, methodologies used to monitor degree of completion, and techniques to facilitate communications.

C. Consultant Firm Qualifications and Experience

Consultant shall present the following information, demonstrating its experience on similar projects to that contemplated in the RFP. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein:

- Legal name of firm.
- Location(s) and telephone number(s).
- Name of parent company, if any.
- Date firm established.
- Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- Current size of firm and size variation during the past five years including size of office doing work locally.
- Firm organization chart.
- Names and resumes of firm's officers, principals and other key personnel.
- Current commitments to other projects to confirm Consultant's ability to commit resources including personnel to subject project.
- List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name, and telephone number.
- Additional pertinent information to aid the City in assessing Consultant's qualifications and experience.

Proposed Project Team describing key personnel and qualifications:

- Organization chart showing the proposed relationship among key personnel for the project, and any sub-consultants.
- Name, position, summary of qualifications and related experience, and proposed responsibility of the project manager and key personnel on the proposed project team.
- Proposed plan for quality and cost control to enhance the service and responsiveness to project needs.

D. Related Projects

Provide sample projects that the proposed project team has worked on together. Projects that are similar to development of conceptual design plans and master plans are preferred. A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:

- Client reference(s)
- Project description including total project cost and location
- Description of services provided
- Total value of services provided
- Budget performance
- Schedule performance
- Key personnel involved
- Sub-consultants employed

E. Compensation

Consultant(s) shall note that all costs associated with developing and submitting proposals for the work contained herein are entirely the responsibility of the proposing consultant(s) and the City shall assume no liability therefore. A fee will be negotiated with the selected Consultant as described in Section 6, Selection Criteria. The selected Consultant's negotiated total fee shall be stated in the City's Standard Agreement on an hourly reimbursable not-to-exceed basis and shall include payment for professional services, reimbursable expenses, additional services, supplies, and materials.

The Consultant shall submit a cost proposal based on the tasks in **Attachment A: Draft Scope of Services**. The Consultant shall provide a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated time expected for each task. The budget for each task must be presented as a not-to-exceed, with all overhead/expenses included in the cost proposal. Optional tasks should be included as separate line items in the cost proposal. The City shall retain the right to eliminate or modify the tasks included in **Attachment A: Draft Scope of Services**.

F. Standard Terms and Conditions

A sample Professional Services Agreement is attached to this RFP as Attachment F. It is anticipated that the award of the proposed Consultant Agreement resulting from this RFP may include terms and conditions similar to those referenced in Attachment F.

4.0 Proposal Submittal Procedure

4.1 Submission Timeline

Deadline for proposal submission is **2:00pm PST on February 15, 2018.**

Proposals received after this time will not be considered.

It is the responsibility of the applicant to confirm delivery of submission.

4.2 Requirements

Proposals must meet the following requirements:

- Signed by an officer authorized to bind the Consultant contractually.
- States that the proposal is binding for a 90-calendar day period.
- Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
- Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
- Submit five (5) copies of the proposal.

4.3 Contact Information

Submit proposals to:

Jennifer L. Liu, Director of Parks and Recreation

650 Shell Blvd, Foster City, CA 94404

650.286.3380

jliu@fostercity.org

Address questions pertaining to the RFP, Scope of Services, or project to the same contact listed above.

5.0 Scope of Services and Management and Project Controls

5.1 Scope of Services

A general Draft Scope of Services is given in Attachment A. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is based upon completing Conceptual Design Plans for a Multi-use Recreation/Community Facility and Adjoining Park Site. The City reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The City also reserves the right to reject all proposals.

5.2 Management and Project Controls

Consultant shall agree to complete professional services for Conceptual Design Plans for a Multi-use Recreation/Community Facility and Adjoining Park Site. Guidelines for proposing a preliminary schedule and management and project control are provided below.

A schedule for the project showing the proposed dates for key activities shall be included in the Consultant's proposal. The schedule shall indicate the relationships of activities shown on the schedule. An updated monthly is required as component of this project.

The Consultant's proposed project schedule shall include but not limited to the following items:

1. Length of time to complete each task
2. Total project time
3. Key points of input/review from City staff
4. Internal Consultant quality control procedures

In performing the Scope of Services, the Consultant shall, at a minimum, execute the management and project controls described below:

1. The Consultant shall designate a project manager(s), acceptable to the City, who will be responsible for the work, developing the Pre-design Phase, implementing the project management procedures and controls, and maintaining effective communications among the Consultant, the City, and other involved agencies and organizations, and delivery of the Conceptual Design Phase.
2. The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The work plan shall be approved by the City project manager and shall provide the basis for determining timeliness and cost effectiveness of the Consultant's execution of the Scope of Services.
3. During the course of the project and to support each and every invoice, the Consultant shall furnish control reports that shall include the following:
 - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
 - A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the City project manager.
 - The Consultant shall be available for consultation with the EMID project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect the project scope, quality, schedule, or cost.

6.0 Selection & Evaluation Criteria

The project will be awarded to the Proposer that best demonstrates overall responsiveness to the RFP. Principle criteria used to evaluate proposals will include the following:

- A. Experience/Qualifications
- B. Personnel Assigned
- C. Quality Control
- D. References
- E. Proposed Schedule of Performance and Management and Project Controls

In addition, the selected firm will be further evaluated on the clarity and relevance of information presented. Interviews will be scheduled as part of the evaluation process. After final evaluation, a contract will be negotiated with the highest ranked consultant who in the City's sole judgment, best meets the qualification criteria. If the highest ranked consultant and the City cannot reach agreement in the negotiations, the City may terminate negotiations and, at its option, negotiate with the next ranked consultant. The City reserves the right to reject any or all proposals, waive irregularities in any statement, accept or reject all or any part of any statement, or waive any requirements of the proposals, as may be deemed to be in the best interest of the City.

All proposal submissions will be evaluated using based on the following key points:

1) Completeness & Overall Quality of Proposal (10 points):

- Submission criteria are met
- No weaknesses or deficiencies evident
- Tailored to meet needs of Foster City's project

2) Experience (25 points):

- Relevant knowledge, experience and qualification of the Proponent and team members, and subcontractors if applicable, with focus on similar projects. Include resumes or staff profiles for members of the consulting team.
- Demonstrated experience working with municipalities on similar types of projects.
- Provision of at least three (3) relevant and recent references.

3) Understanding (20 points):

- Demonstrates understanding of the project scope, objectives, deliverables and schedule requirements.
- Understanding of how the project needs to progress to inform decision-

making on the overall scope and budget for the project.

4) Technical (30 points):

- Proposed methodology that outlines how each stage will be completed including the integration of project management, construction management and overall coordination of a successful project.
- Approach to overall project communication (internal and external to the project team) and public engagement will be considered part of the technical requirements.
- Work plan and project schedule with project milestones and associated deliverables.

5) Financial (15 points):

- Proposed project costs and fee schedules that include detailed cost breakdown and estimates for each stage and type of service.

7.0 Insurance

Included in the sample Agreement for Professional Services (Attachment F) are the insurance requirements necessary to execute a contract with the City of Foster City. Insurance will not be approved if it does not include:

- Primary/non-contributory
- Severability of Interest
- Provisions
- Cancellation Notice
- Waiver of Subrogation

ATTACHMENT A

DRAFT SCOPE OF SERVICES

ATTACHMENT A

Draft Scope of Services

Scope of Services to be Completed by Consultant for Conceptual Design Plans Multi-use Recreation/Community Facility and Adjoining Park

Project Description: Prepare conceptual design plans for a multi-use recreation/community facility and adjoining park site to include scale and options for the site to define the project for construction. Conceptual design plans should complement current community use and demonstrate strategies to create an effective and dynamic public gathering space with the capacity to offer a regional destination.

Pre-design Phase

The pre-design phase of the project will include becoming familiar with the project background, related reports and documentation, site characteristics, and existing uses. Consultant is required to meet with Foster City Staff and Project Subcommittee within 15 business days of award of the contract. Deliverables for the Pre-design Phase include:

A. Project Schedule

- Identify major tasks and/or benchmarks during the design process
- Estimate the time required to accomplish each major task
- Develop key points of input/review for City staff and/or City Council
- Identify methodology for updating schedule throughout the design process

B. Report – Project Climate

- Research and describe best management practices of public multi-use facilities
- Compile and present data on typical staffing and annual operating program budget related to facility size
- Research and describe public space design trends that create social impact

C. Report – Gap Analysis & Facility Needs and Programmatic Viability & Fiscal Viability

- Identify gaps in service and community resources based on research findings and existing community amenities
- Provide a programmatic and fiscal viability analysis of the defined facility and site assumptions (Attachment B) as well as any other project opportunities identified by the consultant

D. Report – Opportunities and Constraints Analysis

- Identify opportunities and constraints related to the site/location of the project
- Identify opportunities and constraints related to square footage requirements for facility and park improvements to meet community needs
- Identify opportunities and constraints related to parking and circulation

Conceptual Design Phase

Consultant to provide a minimum of 3 design options that vary in size, amenities, and estimated fiscal impacts. Each conceptual design to be accompanied with a supporting summary report that includes the following components:

- A. The one focal point or defining unique opportunity upon which the conceptual design is based
- B. Probable construction costs of all aspects of building/modifying conceptual multi-use facility and related park site amenities
- C. Probable annual operation and maintenance costs
- D. Probable revenue opportunities related to conceptual functional elements
- E. Probable staff size required to manage and maintain facility and programming
- F. Functional Space Allocation Worksheet identifying facility spaces and approximate square footages
- G. Associated functions with facility spaces
- H. Program viability utilizing recommended facility spaces
- I. Fiscal viability of recommended facility spaces
- J. Mass and scale overlay of the project site, to include multi-use recreation/community facility mass relative to surroundings and total square footage, potential adjacencies, circulation, and other relationships
- K. Anticipated parking requirements and recommended alternatives to onsite parking, if any
- L. Meet City sustainability requirement for new construction which is LEED Silver equivalent
- M. Summary of how the overall conceptual design will flexibly meet the needs of community residents while also creating a regional destination
- N. Identify potential risks that could negatively impact the project budget or schedule and recommend strategies to mitigate these risks and their impacts

Total Number of Deliverables = 10

Pre-design Phase

1. Project Schedule
2. Report – Project Climate
3. Report – Gap Analysis & Facility Needs and Programmatic Viability & Fiscal Viability
4. Report – Opportunities and Constraints Analysis

Conceptual Design Phase

5. Conceptual Design #1
6. Summary Report #1
7. Conceptual Design #2
8. Summary Report #2
9. Conceptual Design #3
10. Summary Report #3

Meeting Requirements

The consultant should incorporate sufficient time and cost into the proposal to obtain the information needed to complete thorough and Foster City-specific reports and designs. At a minimum, the consultant will be expected to:

- Meet with Parks and Recreation Department Staff for design input (Recreation Division, Parks Maintenance, Building Maintenance – up to 2 hours each = 6 hours total)
- Present Progress Report to City Council (up to 4 meetings with City Council and regularly scheduled meetings with staff to be determined based on proposal)
- Presentation of Final Report to Staff
- Presentation of Final Report to City Council

Timeline

- December 18th – Council Approval of RFP
- January 8th – Release RFP
- January 24th 1pm – Site Visit & Pre-bid Meeting
- February 15th, 2pm – RFP Responses Due
- March 5th – Top 3 Consulting Firms Chosen by Staff
- March 12th – Consulting Firm Interviews with Staff & Subcommittee
- April 2018 – Award Contract to Consulting Firm

ATTACHMENT B

**DEFINED FACILITY & SITE
ASSUMPTIONS**

CIP for Conceptual Design

Facility Assumptions

- Restaurant / Café
- Theater – define
- Commercial kitchen with teaching capability
- Multiple large flexible spaces
- Art studio
- Preservation / integration with outdoor space for the purpose of relaxing, special events, and fitness

Site Assumptions

- Regional destination
- Orientation of Multipurpose Facility
- Preservation of outdoor space
- Enhanced Lagoon access / experience
- Parking / circulation for multiple simultaneous programs and activities

The *Facility Assumptions* reflect the findings from the community input. The facility assumptions inform community interests in space and programs.

The *Site Assumptions* reflect the critical components to successfully integrate a multi-purpose facility into Leo Ryan Park and nearby facilities.

CIP deliverables would be presented in a proposed CIP description for conceptual design plans for a multi-purpose facility in Leo Ryan Park. The conceptual design would be based on the assumptions listed above and any additional assumptions the Council wishes to include. The deliverables could address all of the assumptions as well provide a an overall site plan for Leo Ryan Park, sense of scale of facilities, estimated construction costs, projected operational costs, temporary facility and activity location plan, and any anticipated unmet needs / service gaps.

ATTACHMENT C

FACILITY EXCEL WORKSHEET

	Current Center	Staff Exercise	Council Proposal	Square Feet	Support Space (+15%)	Per Room Requirement	Current Area	Staff Recommend Area	Council Proposal Area	Approx. Capacity	Comparables
Restaurant	0	0		6,000	900	6,900	-	-	-	200	Average size of an Outback Steakhouse including bar and dining area (5 ft of kitchen/capacity)
Café	0	1		4,250	638	4,888	-	4,888	-		Average size of a fast food/quick service restaurant (1/3 is kitchen)
Theater	0	0		11,000	1,650	12,650	-	-	-	175	Similar to Hillbarn
Commercial Kitchen	1	1		1,050	158	1,208	637	1,208	-		Commercial Kitchen plus small meeting room
Teaching Kitchen	0	1		1,600	240	1,840	-	1,840	-		Similar to Ceramics Studio
Art Space	1	3		1,050	158	1,208	1,208	3,623	-		
Gymnasium	0	1		8,000	1,200	9,200	-	9,200	-		
Extra Large Flexible Space	0	1		7,000	1,050	8,050	-	8,050	-	420	
Large Flexible Space	1	2		3,400	510	3,910	3,910	7,820	-	210	Similar to Lagoon Room
Medium Meeting Rooms	2	4		1,200	180	1,380	2,760	5,520	-	70	Similar to Mist Room
Small Meeting Rooms	6	4		525	79	604	3,623	2,415	-	25	Similar to Spray Room
Conference Rooms	2	2		175	26	201	403	403	-	8	Similar to Sun Room
Dance Studio	1	1.5		1,400	210	1,610	1,610	2,415	-		Similar to Spirit Room
Lobby	1	1		1,500	225	1,725	1,725	1,725	-		
Staff Offices - Director	1	1		200	30	230	230	230	-		
Staff Offices - Manager	1	1.25		150	23	173	173	216	-		
Staff Offices - Coordinator	4	6		80	12	92	368	552	-		
Staff Offices - Administrative	4	7		65	10	75	299	523	-		
Catering Kitchen	1	0		360	54	414	223	-	-		
Art Gallery	1	1		900	135	1,035	1,035	1,035	-		Similar to current gallery (275 ft) + atrium
Total Area							18,202	51,661	-		

ATTACHMENT D

COMMUNITY OUTREACH FINDINGS



**FOSTER CITY RECREATION CENTER
NEEDS ASSESMENT AND MASTER PLAN**



February 8, 2017

Prepared by: RJM Design Group, Inc.



EXECUTIVE SUMMARY

Between November 2016 and January 2017, RJM Design Group collaborated with City of Foster City staff to gather community input, provide an assessment of the current recreation programming capabilities and study the effectiveness of the existing Foster City Recreation Center to provide adequate space for current and future recreation programs. Four community input tools were provided:

1. Key stakeholder individual interviews
2. Focus group meetings
3. Communitywide internet survey
4. Community workshop meeting

The detailed reports from each of the four community input tools provide insights into the consensus results of each method of outreach. The following summary provides the synthesis of all four input tools into an overall consensus list of needs and goals for the facility:

- The location and views of the lagoon are great attributes but the size and inefficient floor plan of the building negatively impact the effectiveness of the facility to meet the current and future recreation needs of the community
- Lack of adequate electrical service, technological capabilities, and a commercial kitchen impact the relevance and usefulness of the facility
- Need for an environmentally sustainable project
- Need for better parking and sense of arrival at the destination
- Need for additional and larger multi-purpose rooms, performing arts space, a café or restaurant, and casual lounging spaces
- Need for larger dedicated senior programming space, adequate space for pottery studio/visual arts program, and more variety of sizes of meeting spaces and recreation program/class rooms
- Importance in maintaining or enhancing access to and relationship with existing features of the amphitheater, bocce courts, boat docks, VIBE, skatepark, and open park areas of the site

A technical study of the roof was prepared in December 2016, and found that persistent leaks in the structure require repairs to the roof, the waterproof membrane, flashing and perhaps some unseen structural or dry rot issues could be necessary. Part of the problem lies in the fact that the building was originally three separate structures that were all combined into one roof in 1997, with multiple penetrations added for HVAC equipment and screens on the flat deck of the roof. The preliminary estimate of roof renovations are in excess of approximately \$2,000,000, not including any dryrot, structural or aesthetic interior ceiling work.

In summary, given that there would be a major expense inevitable to repair the roof, and that the existing layout of the building has an inefficient space plan as a result of adding onto the building in 1997, and that the demographic composition of the City has changed greatly since the original construction of the facility, the consultant team recommends that a new replacement structure be considered, master planned and budgeted for future consideration of Capital Improvement Plan budget cycles.

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METHODOLOGY

Preparing a needs assessment and master plan for a project as significant as a citywide recreation center and community park requires a multiple-faceted approach of analysis, community input, professional and technical input and oversight. The following input methods and analysis tools were utilized in the planning process to engage the community in the dialogue and assess the conditions of the structure and park:

- Building condition report
- Programming and space planning analysis
 - Demographics
 - Community context
- Community input
 - Key Stakeholder Individual Interviews
 - Focus Groups Meetings
 - Communitywide Internet Survey
 - Community Workshop Meeting
- City Council oversight (Council and subcommittee meetings)
- Parks and Recreation Committee oversight
- Planning Commission oversight

EXISTING CONDITIONS REPORT

ROOF REPORT

The roof was studied by a non-destructive diagnostic testing technique by Tremco on December 5, 2016, and was found to have multiple leaks and weaknesses symptomatic of a 20-year old built-up membrane roofing system. The recommendations from Tremco advised at a minimum a repair project should be done for approximately \$200,000 that would result in a short term (5-year, approximately) extended life span of the roof, and that a larger removal and replacement project of approximately \$2,000,000 cost to remove the roof screens, HVAC units, plumbing and mechanical penetrations would be required now or within at most 5 years.

The full Tremco report can be found in the Appendix.

ELECTRICAL CONDITIONS

City maintenance staff and user groups report inadequacies in the existing electrical wiring, switching and controls systems that results in regular overloading of the circuits. While this does not present an immediate electrical risk, it does result in inconveniences during community events for users of the facility and maintenance staff interruptions, and awkward extension cord utilization.

The wiring of the building is at least 20 years old, and probably older in some areas of the unaltered original building, and would require complete replacement with new electrical engineering design so as to comply with current building code requirements if repairing the existing system is desired.

HVAC CONDITIONS

User groups, City staff and City maintenance staff report inadequacies in the ventilation system, air handling capabilities, heating and cooling systems that manifest in hot spots, cold spots and inefficient air flow and balance within and throughout the building envelope. These problems may not present long term health risks but do result in inconveniences in terms of comfort of the building spaces and comingling of odors from the pottery studio with airflows in the common areas of the structure.

Resolution of this problem would require comprehensive analysis of the existing mechanical systems, new mechanical engineering design, replacement of the ducts, air handlers, air conditioning units, heaters, coils etc, and if sustainable and energy efficient systems are desired, it is possible that a new approach should be considered such as heat pumps, etc. that may require structural changes to the building for loading, etc.

DEMOGRAPHICS AND CONTEXT

DEMOGRAPHICS ANALYSIS

Foster City was officially incorporated in 1971, after Jack Foster had developed an engineering solution to building homes on what was estuary mudflats of the San Francisco Bay. A culturally diverse town emerged in Foster City because the leadership of the development team established from the beginning that persons of any ethnicity could purchase a home, which was surprisingly not the norm for new community planning in the late 1960's.

On February 9, 1974, the Recreation Center was dedicated and opened. The US Census reports that in 1970 the population of Foster City was 8,389, and grew quickly to 23,297 by 1980, then to 28,176 by 1990. Since 1990 the population growth has flattened, with a population of 28,803 by the 2000 Census, 31,000 in 2010, and is expected to grow mostly through increases in density (multi-family housing) to 31,700 by 2020. The ethnicity of the City has become much more diverse over the decades, for example the following table illustrates changes in demographic ethnicities over time.

	1970	1980	1990	2000	2010
Population	8,389	23,279	28,176	28,803	31,700
White (%)	89.9%	81.8%	73.5%	59.3%	45.5%
African American	1.8%	3.9%	3.1%	2.1%	1.9%
American Indian	.1%	.3%	.1%	.1%	.1%
Asian	6.3%	12.6%	22%	32.5%	45%
Nat. Hawaiian	Not reported	.2%	.3%	.6%	.6%
Hispanic/Latino	Not reported	6.5%	6%	5.3%	6.5%
Median Age	Not reported	32.1 yrs	35.6 yrs	38.1 yrs	39.3 yrs
Works at home		2%	2.5%	3.6%	6.6%
Carpooled		13.3%	9.9%	8.2%	9.4%

In order for communitywide recreation facilities and programs to remain relevant and appropriate for the community, they should keep pace with changing demographics over time. From the above chart it can be summarized that Foster City has a stable population that will continue to be similar but increase slightly due to density increases, has slowly gotten older, and has significantly increased in ethnic diversity over time. Planning for recreation programs and facilities should focus on expanding senior services, providing open space and flexible space for increasing population density levels (especially in and around the neighborhood where the recreation center is located), and increased capabilities to host events and programs that promote ethnic diversity, festivals, programs and special events.

COMMUNITY CONTEXT

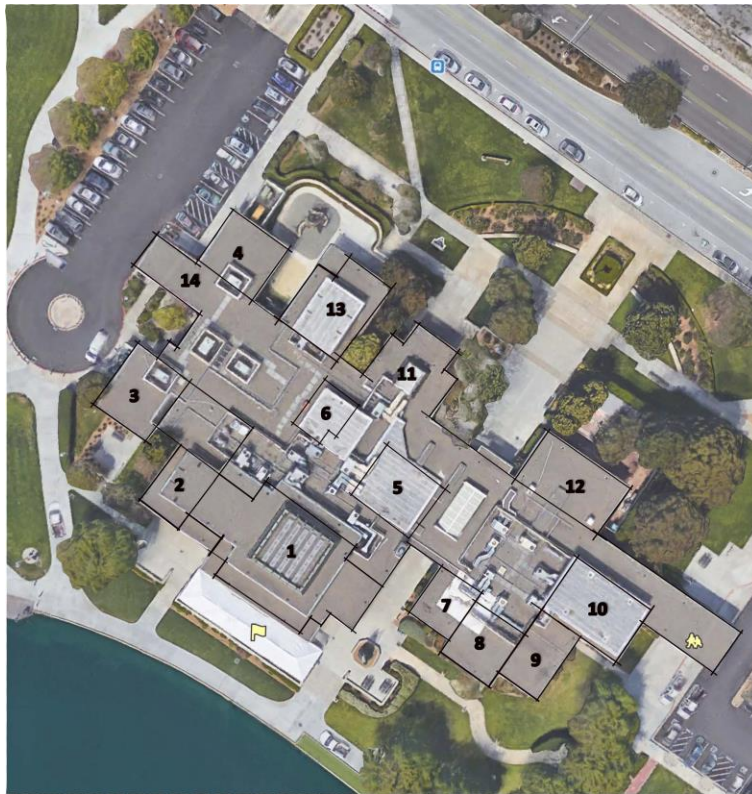
Foster City is not alone in the region to grapple with the effectiveness of older recreation center buildings; the cities of Burlingame, San Mateo, Millbrae, and Belmont are all in various stages of planning for the replacement of (or adding new) recreation center structures. Staff has met with these cities to discuss potential collaborative programming and utilization, and will continue to pursue potential mutually beneficial programs and facilities. Through these discussions it has been determined that each community has distinct and local programs that would be best served by providing its own local recreation center.

RECREATION PROGRAMS AND SPACE PLANNING

The diversity of recreation programs, special events, user group utilization and rentals has increased over the decades along with growth of the community and the changing demographic makeup of the City. The building has evolved somewhat, undergoing a renovation in 1997 to encapsulate the three separate structures originally constructed in 1974. The current spaces within the building and their sizes are shown on the following table (a floor plan diagram is included on the following page for reference):

Key Map Number	Room Name	Size	Dimensions	Use
1	Lagoon	3,381 SF	91' x 36'	Large Groups, Assembly
2	Bluebird	978 SF	31' x 33'	Small Group Meetings, Lunch
3	Sunfish	750 SF	30' x 25'	Meetings, Senior Activities
4	Clipper	750 SF	30' x 25'	Meetings, Senior Activities
5	Mist	1,213 SF	38' x 32'	Active (Yoga, Martial Arts, etc.)
6	Spray	527 SF	24' x 22'	Classes, Meetings
7	Crane	804 SF	27' x 27'	Meetings
8	Gull	703 SF	33' x 19'	Meetings, Art
9	Mallard	929 SF	33' x 19'	Meetings
10	Spirit	1,393 SF	40' x 34'	Dance, Fitness
11	Offices	1,360 SF	30' x 34'	Staff Workspace
12	Ceramics	1,452SF	44' x 33'	Ceramics, Arts & Crafts
13	Preschool	1,410SF	47' x 30'	Classroom Spaces
14	Senior Center	2,400SF		Senior Programs & Functions
TOTAL		18,050		Usable, rentable floor space
GROSS		35,682		Gross building footprint
		17,632		Circulation, restrooms, halls storage, utility and inefficient loading space
Utilization Rate		50.5%		

The utilization rate is very inefficient, and is a result of the oversized halls and awkward circulation plan that occurs when three separate structures are combined into a building envelope.



Recreation Center Floor Plan Diagram

COMMUNITY INPUT

Between November, 2016 and January 2017 a Community Outreach Plan was conducted through a variety of methods in comprehensive efforts to engage a wide variety of stakeholders and collect diverse viewpoints and opinions. Outreach forums included:

- Key Stakeholder Individual Interviews
- Focus Group Meetings
- Communitywide Internet Survey
- Community Workshop Meeting

The dialogue at the above meetings was focused, thoughtful and respectful of different viewpoints and opinions. The tools utilized were intentionally diverse so as to collect input from user groups, the general public, specialized areas of focus, diverse ages and ethnicities, residents who normally utilize the facility as well as residents that may not have ever utilized the facilities. Inputs on the recreation programs and facilities of the building and the site were discussed so as to complete a full inventory of

input from the community. The following is a consensus summary of the items common to all the topics identified by the four input tools:

- The location and views of the lagoon are great attributes but the size and inefficient floor plan of the building negatively impact the effectiveness of the facility to meet the current and future recreation needs of the community
- Lack of adequate electrical service, technological capabilities, and a commercial kitchen impact the relevance and usefulness of the facility
- Need for an environmentally sustainable project
- Need for better parking and sense of arrival at the destination
- Need for additional and larger multi-purpose rooms, performing arts space, a café or restaurant, and casual lounging spaces
- Need for larger dedicated senior programming space, adequate space for pottery studio/visual arts program, and more variety of sizes of meeting spaces and recreation program/class rooms
- Importance in maintaining or enhancing access to and relationship with existing features of the amphitheater, bocce courts, boat docks, VIBE, skatepark, and open park areas of the site

The following summaries of each of the four outreach tools provides details on the discussions and consensus summaries; please see the appendix for complete reports with all the subgroup summaries:

KEY STAKEHOLDER INTERVIEWS

SUMMARY REPORT

INTRODUCTION

This report summarizes the results of ten (10) key stakeholder interviews conducted as part of the Foster City Recreation Center Master Plan. The following lists the various steps in the process.

INTERVIEW INTRODUCTION

As part of the planning process, ten (10) interviews were conducted over a period of three separate days (The first being Wednesday, November 2nd, the second Monday, November 14th, and the third Thursday, Dec 1st).

A list of key stakeholders were selected by Foster City, from a variety of backgrounds and interests to provide input regarding the use of the Recreation Center. Stakeholders included council members from Foster City, regular users of the facilities, and community organizers/leaders.

PROCESS

Each of these stakeholders were given a list of questions prior to the interviews, which aimed to address their specific concerns and interests. During the interviews, the responses from each party were recorded.

After the final set of interviews were conducted, these responses were typed, and a cross-comparison of all ten stakeholders was done to analyze areas of overlap in responses. Finally, a consensus was drawn from the areas of overlap between responses.

INTERVIEW SUMMARY

The following summarizes the input from all interviews:

Issues

Parking
Insufficient capacity and inflexibility of space
Lack of performance space
Outdated equipment/technology
Lighting
Infrastructure
Safety
Accommodation for a variety of ages
Sustainability

Recreational Programs

Arts and Performance
After-school programs
Weddings
Dance programs
Cultural events

Opportunities/ Vision and feel

Primarily active space, with elements of passive
Open spaces
Outdoor sports areas
Unobstructed views of the lagoon
Two or three stories

Funding/ Financial Sustainability

Bond measures or existing funds
Commercialization, Corporate sponsors

Recreation Facilities

Connections to the library
Amphitheatre
Children's play apparatus

FOCUS GROUP MEETINGS SUMMARY REPORT

Introduction

This report summarizes the results of six focus group meetings conducted as part of the Foster City Recreation Center Master Plan project. The following lists the various steps in the process.

WORKSHOP INTRODUCTION

As part of the planning process, six focus groups were held in November and December 2017. A total of seventy-five stakeholders attended the six focus group meetings. Participants included City residents and City Staff as well as representatives from the business, volunteer, seniors, youth, sports and community organizations.

Similar topical questions were asked of all the groups, and the responses were recorded during the meetings. The responses of all six focus groups were analyzed together, and where there was a similarity of responses, the synthesis of the common responses formed the consensus shown below.

SUMMARY (Consensus of all six focus group sessions):

Strengths and Benefits of the Existing Recreation Center

- Location
- Major focal point
- Large venue for communitywide gatherings
- Parking
- Variety of spaces

Issues Regarding the Existing Recreation Center

- Size of facility inadequate
- Electrical issues, roof leaks & energy inefficiency
- Inadequate storage
- No sense of arrival/poor building layout & flow
- No flexibility

Opportunities for the Recreation Center

- Café
- Go up two or three stories

Commercial kitchen
Larger space capability
Pedestrian overpass or crossing

Recreation Programs Important for the Recreation Center

Art
Music programs and performances
Dance programs
Cooking classes
Guest speaker lecture series
Fitness programs
Weddings

Recreation Facilities Important for the Recreation Center

Commercial kitchen
Pedestrian sky bridge
Dedicated rooms for seniors programs
Performing arts
Ceramics / art studio
Classrooms
Bocce courts

Funding / Financial Sustainability Ideas for the Recreation Center

Public/Private partnerships
Grants / Sponsorships
Use existing available funds / bonding / tax

COMMUNITYWIDE INTERNET SURVEY

SUMMARY REPORT

INTRODUCTION

This report summarizes the public response to the internet survey open from Tuesday, October 25th 2016, to Saturday, December 31st 2016.

SURVEY INTRODUCTION

As part of the public outreach component of the Foster City Recreation Center Needs Assessment and Master Plan, Foster City compiled an internet survey with the aid of the consulting firm Peak Democracy. This survey was an attempt to better understand the qualitative needs of the broader Foster City community, specifically oriented towards users of the Foster City Recreation Center programs and facilities, and Leo Ryan Park.

A total of two hundred and eighty-six (286) responses were collected between the initial release of the survey on Tuesday, October 25th 2016, and Saturday, December 31st 2016. Advertising for the survey was done through a combination of emails, announcements during public workshops regarding the planning process, and announcements printed on mailed utility bills.

PROCESS

The survey contained four initial questions regarding community suggestions:

1. What is one park feature, element, or design concept that you would suggest for the upgrade, expansion or rebuilding of the current Foster City Recreation Center?
2. Describe one amenity in the Recreation Center which would contribute to creating a sense of place / a gathering space and community destination.
3. How could the Recreation Center integrate better with its location in Leo Ryan Park to support activities and special events? (You may rank all or some of the initiatives below according to your priorities)
4. Please describe one recreation activity or community service that ought to be added in Foster City.

In addition to these responses, an optional second portion included questions regarding use-related information depending on what portion of the general public the responder identified themselves as (i.e. on behalf of an organized group, or simply a member of the general public). The final question addressed in this summary (In general, what recreation activities do you participate in at the FOSTER CITY Recreation Center?) was taken from this portion of the survey.

All responses of the survey were first scanned, to determine broad, and most frequently occurring response categories for each question. Then, all responses were tallied and counted using an Excel spreadsheet. After tallying, percentage answers were determined for each category.

SURVEY RESULTS

Compiling the responses onto an Excel spreadsheet, the following percentage of responses for each category were observed below:

QUESTION 1: WHAT IS ONE PARK FEATURE, ELEMENT, OR DESIGN CONCEPT THAT YOU WOULD SUGGEST FOR THE UPGRADE, EXPANSION OR REBUILDING OF THE CURRENT FOSTER CITY RECREATION CENTER?

1. LARGER MULTIPURPOSE ROOM (27.3%)
2. OUTDOOR SEATING AREA (18.8%)
3. GYMNASIUM (13.3%)
4. RESTAURANT OR CAFÉ (10.2%)
5. PLAY AREA (7.8%)
6. REBUILD AMPHITHEATER (7.0%)

QUESTION 2: DESCRIBE ONE AMENITY IN THE RECREATION CENTER WHICH WOULD CONTRIBUTE TO A SENSE OF PLACE / A GATHERING SPACE AND COMMUNITY DESTINATION?

1. COFFEE BAR / SNACK BAR (24.3%)
2. RESTAURANT (13.6%)
3. OUTDOOR PATIO SPACE (12.6%)
4. THEATER FOR PERFORMANCES (12.6%)
5. DANCE HALL (10.7%)
6. PLAY AREA (5.8%)

QUESTION 3: HOW COULD THE RECREATION CENTER INTEGRATE BETTER WITH ITS LOCATION IN LEO RYAN PARK TO SUPPORT ACTIVITIES AND SPECIAL EVENTS? (YOU MAY RANK ALL OR SOME OF THE INITIATIVES BELOW ACCORDING TO YOUR PRIORITIES)

1. CAFÉ / REFRESHMENT (67.3%)
2. OPEN AIR SPACES THAT BLEND THE INDOORS WITH THE OUTDOORS (49.8%)
3. ROOFTOP DECK (43.4%)
4. OUTDOOR RESERVABLE SPACE/ROOM/PATIO (42.4%)
5. FUNCTIONAL ACCESS TO OUTDOOR SPECIAL EVENTS (EX. POWER, STORAGE, CHANGING AREA, RESTROOM) (42.0%)
6. RESTING / SEATING OUTDOORS (39.0%)
7. ENHANCED LAGOON ACCESS / DOCK (36.6%)
8. EXERCISE ROOM (36.1%)
9. PLAY AREA (28.3%)
10. ARTS / CERAMICS STUDIO (25.9%)
11. INTERACTIVE ELEMENTS (22.0%)
12. INDOOR RUNNING / TRACK (22.0%)
13. PET FRIENDLY (16.6%)

QUESTION 4: PLEASE DESCRIBE ONE RECREATION ACTIVITY OR COMMUNITY SERVICE THAT OUGHT TO BE ADDED IN FOSTER CITY

1. SENIOR PROGRAMS (24.3%)
2. SWIMMING (18.4%)
3. CAFÉ / COFFEE BAR (13.6%)
4. GYMNASIUM (13.6%)
5. ICE SKATING (8.7%)
6. PICKLEBALL (7.8%)
7. EXERCISE EQUIPMENT (6.8%)
8. FOREIGN LANGUAGE CLASSES (5.8%)
9. BOCCE BALL (2.9%)

QUESTION 5: IN GENERAL, WHAT RECREATION ACTIVITIES DO YOU PARTICIPATE IN AT THE FOSTER CITY RECREATION CENTER?

1. REST AND RELAXATION, ENJOYING THE PARK (73.5%)
2. SPECIAL EVENTS (54.8%)
3. LAGOON ACCESS (45.8%)
4. COMMUNITY MEETING SPACE (32.5%)
5. OTHER FORMS OF EXERCISE (28.3%)
6. MUSIC (25.3%)
7. SENIOR ACTIVITIES (21.7%)
8. YOUTH PROGRAMS (INCLUDING CAMPS) (19.3%)
9. VOLUNTEER ACTIVITIES (18.1%)
10. BOCCE BALL (16.3%)
11. ART (E.G. PAINTING, DRAWING, CERAMICS) (15.1%)
12. SPORTS (14.5%)
13. TENNIS (13.3%)
14. TEEN PROGRAMS (12.0%)
15. OTHER (10.8%)
16. NONE (6.6%)
17. PRESCHOOL (6.0%)

COMMUNITY WORKSHOP SUMMARY RESULTS

Introduction

This report summarizes the results of the communitywide workshop conducted as a part of the public outreach effort to assist in the preparation of the needs assessment and master plan for the Foster City Recreation Center. The workshop was held on Saturday January 28th from 10:00am to 2:00pm at the VIBE Teen Center multi-purpose room in Leo Ryan Park. The Consultant Team worked with Foster City staff to develop and coordinate the workshop program. City recreation staff and the public information department provided outreach to the community through multiple print, digital, social and multi-media advertising campaigns to spread the word of the workshop. There were 43 residents in attendance at the four-hour workshop.

Jennifer Liu, Director of Foster City Parks and Recreation Department began the workshops by welcoming and thanking the attendees for their participation in the process. John Courtney, Principal of RJM Design Group, then reviewed the overall process and schedule for the needs assessment and master plan project, as well as a general review of the input tools used so far, and the workshop objectives and proceeded to facilitate the process.

WORKSHOP GOALS

The results of the workshop are discussed below and do not include the results from other outreach efforts such as individual interviews, recent input from the internet survey and the focus groups.

The goals of the workshop were presented as follows:

1. Provide a summary overview of the process and existing site characteristics;
2. Review a summary of the community inputs that have been analyzed to date;
3. Gather input from the workshop attendees on the existing recreation center and park site, needs for future planning of the recreation programs and facilities, and priorities for the facilities.

The following lists summarize the consensus of all the input provided during the workshop. The 43 individuals in attendance were divided into six tables of 5 to 8 persons at each table. For each of the topics below, the attendees were asked to answer the topical question with a quick personal response of their top 5 lists. Then they were instructed to discuss their answers in the small group settings and develop a consensus list of 8 responses for the table small group. The consultants then compiled all the small group responses and determined where there was consensus among all the group lists. The following summary lists represent the responses common to all six of the small groups.

TOPIC A

Please list the 5 favorite things you like most about the existing recreation center and/or Leo Ryan Park

Views of the lagoon from the building
Meeting rooms (large and small variety)
Location
Specialty features (pottery studio and bocce courts)
Kitchen access
Amphitheater
Outdoor use
Senior facilities

TOPIC B

Please list the 5 least favorite things you dislike most about the existing recreation center and/or Leo Ryan Park

Lack of parking
Electrical wiring inadequate for current needs & technology
Senior wing too small
Wasted space, inefficient layout
Inadequate kitchen facilities
Nondescript architectural design

TOPIC C

Please list the 5 most important existing amenities or features you think need to be emphasized in the recreation center and/or Leo Ryan Park

Amphitheater
Outdoor activity areas/skatepark
Senior center
Water use / boating facilities
Passive space in park
Class/event space

TOPIC D

Please list the 5 most important recreation programs or activities enjoy at the recreation center and/or Leo Ryan Park

Special events & summer concerts

- Recreation center classes
- Senior programs
- Sports & exercise programs (pickleball, bocce, badminton)
- Community & cultural events
- Boat rentals & windsurfing classes
- Passive park utilization programs (walking)

TOPIC E

Please list your top 5 most important new recreation amenities or features you would like to see added to the recreation center and/or Leo Ryan Park

- Restaurant / Café
- Large multipurpose room with high tech a/v
- Preschool space
- Kitchen
- Senior facilities
- Bocce courts

TOPIC F

Please list your top 5 new recreation programs or activities you would like to see added to the recreation center or Leo Ryan Park.

- More adult classes
- Concerts
- Water related boating programs
- Movie nights
- Classes on technology, computers, device, social media use

TOPIC G

Please list your top 3 priorities for the future of the recreation center and Leo Ryan Park

- Environmentally sustainable building with more usefulness
- Accommodate cultural diversity of community
- Enhance and leverage views and use of the lagoon
- Enhance quality of life for Foster City residents and attract regional visitors
- Fiscally responsible

APPENDIX 1 – Tremco Roof Report

Tremco Inc.

5674 Drysdale Drive, San Jose CA 95124



December 5, 2016

Kurt Zander
City of Foster City
100 Lincoln Center Blvd.
Foster City, CA 94404

RE: Rec Center

Dear Mr. Zander,

We have completed the roof diagnostic testing at the Rec center. The tests consisted of a non-destructive moisture analysis survey coupled with a Trace core test. The moisture survey was conducted over a 3 day period of September 28th – 30th using a nuclear backscatter moisture meter on a 10' x 10' grid pattern. Per the Moisture Survey Report dated 11/3, no wet insulation was found during the scan. Moisture was however detected between the membrane and patching compounds installed near the site screen indicating a failed patch.

The Trace core test involved extracting a 14" x 18" section of the roof membrane and conducting several ASTM tests to determine the composition and condition of the roof membrane. The laboratory analysis includes the estimated weight of the waterproofing membrane, the type and weight of the surfacing and interply bitumen, the penetration of the bitumen, softening point of the bitumen, the types of plies used, presence of asbestos, and finally the tensile strength of the membrane in both the machine and cross machine direction. A copy of the laboratory report is attached.

The Trace test results were indicative of what one would expect to find with a 20 year old, 4 ply built up roof. The tensile strengths, particularly the cross-machine direction, were approaching minimum acceptable levels. As the roof continues to age, these numbers will continue to decrease below an adequate level and will increase the likelihood of splitting in the roof membrane. In addition, the bitumen softening point and penetration points indicated the waterproofing asphalt has become highly oxidized, hard and brittle.

Recommendations:

Based on the information gathered from the Moisture Survey and Trace tests coupled with the lengthy leak history, restoration of the roof would not be advised. Repairs can be done to address active leak areas and provide short-term (5 years) relief. These repairs would improve the waterproofing integrity of the roof but would likely have a short-term impact. The recommended work would include removal and replacement of the site screen (Rec center side), localized replacement of the roofing in the immediate area of the site screen, re-stripping all base flashing tie-ins, and replacement of all sheet metal flashings on electrical and pipe penetrations.



Cost estimates for repairs would range from \$70,000 - \$90,000+ based on the final scope of work.

Replacement of the roof would provide long-term waterproofing performance. Due to the phased construction at this site, poor slope conditions, and plethora of roof top mechanical equipment and conduit, this would be an extensive replacement project. Based on a roof area of approximately 40,000 square feet, the preliminary budget estimates to replace the roof in kind and install a new site screen to match the existing location is approximately \$1,160,000. Not included in this preliminary cost study is HVAC work, carpentry, plumbing, painting or contingencies for dry rot in the roof deck, mold abatement, etc.

Please do not hesitate to contact me if there are any questions or if you would like to further discuss either option in greater detail.

Regards,

Dan Lajeunesse
Sr. Field Advisor
Tremco, Inc.

APPENDIX 2 – Key Stakeholder Interviews Summary Report

FOSTER CITY RECREATION CENTER NEEDS ASSESMENT

KEY STAKEHOLDER INTERVIEWS

SUMMARY REPORT

INTRODUCTION

This report summarizes the results of ten (10) key stakeholder interviews conducted as part of the Foster City Recreation Center Master Plan. The following lists the various steps in the process.

INTERVIEW INTRODUCTION

As part of the planning process, ten (10) interviews were conducted over a period of three separate days (The first being Wednesday, November 2nd, the second Monday, November 14th, and the third Thursday, Dec 1st).

A list of key stakeholders were selected by Foster City, from a variety of backgrounds and interests to provide input regarding the use of the Recreation Center. Stakeholders included council members from Foster City, regular users of the facilities, and community organizers/leaders.

PROCESS

Each of these stakeholders were given a list of questions prior to the interviews, which aimed to address their specific concerns and interests. During the interviews, the responses from each party were recorded.

After the final set of interviews were conducted, these responses were typed, and a cross-comparison of all ten stakeholders was done to analyze areas of overlap in responses. Finally, a consensus was drawn from the areas of overlap between responses.

INTERVIEW SUMMARY

The following summarizes the input from all interviews:

Issues

Parking
Insufficient capacity and inflexibility of space
Lack of performance space
Outdated equipment/technology
Lighting
Infrastructure
Safety
Accommodation for a variety of ages
Sustainability

Recreational Programs

Arts and Performance
After-school programs
Weddings
Dance programs
Cultural events

Opportunities/ Vision and feel

Primarily active space, with elements of passive
Open spaces
Outdoor sports areas
Unobstructed views of the lagoon
Two or three stories

Funding/ Financial Sustainability

Bond measures or existing funds
Commercialization, Corporate sponsors

Recreation Facilities

Connections to the library
Amphitheatre
Children's play apparatus

FOSTER CITY RECREATION CENTER NEEDS ASSESMENT

KEY STAKEHOLDER INTERVIEWS

INDIVIDUAL RESPONSES

Interview #1 (11-2-16)

Three Key Issues and Outcomes

- Antiquated 50 year old building, life span end. Knock it down. Constantly full
- Works with youth group! And seniors (remember Senior Ball?)
- Wedding lots - (How far out are they reserved?)
- 2 Building rooms for rental (Go up, not out)
- Where to put it? In meadow?
- Parking – Not too much land hogged, but not too little
- Traffic concerns
- Use parks heavily
- Lots of boats (6 or 2 concerts, 40-50 boats with motors, not enough cleats or docks)
- Get blogger, accommodate boats, and study location carefully

Program Accommodations?

- Have plenty of ball fields, come back to program

Vision and feel

- Small town characteristic
- Not too tall (took down some wood frame, New England – traditional 2-story max)
- Do not reduce library
- Not nuts about the vibe either

Active or Passive Rec

- Need for an active area. Indian and Chinese population increase
- Common cultural festivals
- Model Sailboats – Spectator

Pressing Demands

- Can't accommodate demand now

Funding

- G.O. bonds

Partnering

- Keynote Corp. Naming rights – not so much.
- ULSA family names – okay (rooms not so much)
- Gilead – want control of the names, but buildings okay

Commercialization

- Commercial okay, but pay close attention to exclusivity in agreements

Concerns

- Lots of walking

Interview #2 (11-2-16)

Three Key Issues and Outcomes

- Safety of kids is big priority indoors and outdoors.
- Safe play areas with fencing, indoor play 5 years or older

Program accommodations

- Safe place for students

Vision and Feel

- Coherent with area styles. Take advantage of the lagoon, make use of outdoor spaces
- Create weather protected outdoor areas with drinking fountain

Active or Passive Rec

- Mixture of both active and passive

Pressing Demands

- Need space, has the potential to grow (program has) better if they want to get bigger

Funding

- Bond measure okay, but not a lot of others would

Partnerships

- Partnership would be okay with today's makeup

Commercialization

- Commercialization okay but limitations for safety/security impact

Concerns

- Worries during construction
- Private, age-appropriate restrooms, so don't have to share with adults
- Performing arts opportunities, for Christmastime plays, etc.

Interview #3 (11-2-16)

Three Key Issues

- Welcome wagon, improved police system

- Boothbay Park
- Make more cosmopolitan
- Modifications to outreach, to make it more inclusive
- Foster City Historical Society
- Include Historical Display Area Zone
- Celebration of Unity, Black History Month
- Ethnic food series
- Music room, appreciating, teaching
- BBQs and free use pool
- Own risk pool, shopping center in transition

Interview #4 (11-14-16)

Three Key Issues

- Location is the focal point of a community. Was supposed to be a downtown.
- Parking, roof, infrastructure
- Internal issues – no large groups larger than 180 people
- Circulation issues, security issues/lack of control
- Acoustics bad
- Technology complaints, lighting adequate
- Inefficient, not sustainable
- Perhaps split parking and maximize space

Program Accommodations

- Rec Programs: Indoor aquatics, shuffleboard or horseshoe
- Outdoor table tennis, beach volleyball, water element
- Small community programs in HOAS board rooms
- PJCC is packed, and should be more like a cultural arts center. Palo Alto has similar thing.
- Large flexible room, water access, parks viewed as backyards
- Commercial kitchen, dedicated space

Vision and Feel

- Street crossing safety
- Flexibility, comfort
- Multi-use space, creating synergy

Funding

- Pretty operational budget, commissary, ethnic serving areas (LA)
- Marketing popup marketplace

Concerns

- How to pay for it? Is the city willing to put existing funds in?
- How is it maintained? How to pay for it?
- Energy costs
- Transition from old to new facility – temporary housing or existing programs?

Interview #5 (11-14-16)

Three Key Issues

- Notices lots of vacant commercial land is now formed nonprofit for Indian culture
- Cultural events (ex. Festival of color – all ethnicities)
- Wants capacity to do larger events (1000-1500 people)
- Venue for dance! 750, for the auditorium, with open terraces, decks, patios, special events center
- Sustainable building
- Use of technology – online sign ups, skype for conference rooms
- Parks and rec hub, teach dance here

Program Accommodations

- Parks and recreation is a hub – dance lessons, lots of great programs, but need to utilize space better
- Diversity of room sizes
- Outgrown usefulness
- Conventions for PlayStation, Visa, Gilead, Amazon, Visa

Vision and Feel

- Character – Family friendly, colorful, feeling of community and energy
- Children's play area
- Lots of glass

Active or Passive Recreation

- Prefers passive

Pressing Demands

- Funding, corporate sponsors, lagoon room
- Resident vs. nonresident use

Funding

- Bonding measure – positive idea

Interview #6 (11-14-16)

Three Key Issues

- Community center with no sports complex
- Types of use for a variety of ages, etc.

Vision and Feel

- Character – Open space park, add another picnic area

Passive or Active

- More active

Funding

- User fees or TOT tax, can't go higher. Crown Plaza Building another, too many taxes.

Partnership

- Public private okay to keep staffing

Commercialization

- Don't over-commercialize it, but okay.

Concerns

- Add music, arts, drama centers (think Hillbarn)
- Library connector

Interview #7 (11-14-16)

Three Key Issues

- Expand and market meeting rooms
- Bathroom on second floor
- Always booked, often 80-90% occupancy
- Parking issues, loud Friday concerts, noise issues
- Use library for meetings, room setup
- Equipment is not up to par

Vision and Feel

- Open space feeling, lots of glass where appropriate, an atrium space
- View, glass, water

Pressing Demands

- Middle school group used to come, but because of parking, had to leave
- It's alright to sacrifice some park space for parking or the building

Funding

- Bonds, cooperate sponsors, Gilead or Visa
- Hire marketer of meeting rooms, event planners

Specific Concerns

- Nice room with plan above the library
- Lighted fields (lights at sea park)
- Softball league for over 55
- Overall, Foster City does a great job

Interview #8 (12-1-16)

Three key Issues

- Feels we should tear it down, building too old and limited
- 280 for sit down dinner, weddings, funerals, birthday parties
- 2 story building so we don't lose too much park site

Vision and Feel

- Character – like nice designs and color of new modern styles
- Lots of glass
- Roof terrace on 3rd floor, green roof

Partnerships

- Organizations need a new space
- Enter agreements with neighbors to use their spaces while faculty while under construction

Finances

- Not too many consultant fees
- Would be okay with tax after other construction is done
- Sustainable and pay for itself
- Resident/nonresident fee

Special Concerns

- Better oversight on design

Interview #9 (12-1-16)

- Don't change the vibe, transition from the site to the amphitheater and make community facilities
- Retail component on left side, PJCC – bagel café
- Put community near fine art center – Hillbarn
- Soccer courts

- 2 stories, try not to block the view
- Don't duplicate PJCC. No pool, but gym would be nice.

Interview #10 (12-1-16)

Top 3 issues

- Process good, community concert, meet wants not needs
- Prime real estate, and should promote community gathering. Should have energy, multi-purpose.
- Downtown destination, congregation at the city center, foster square – dialogue with it
- Restaurants should attract outsiders
- Amphitheatre
- Plaza, cricket, badminton

Finances

- Bond, pay as we go

Vision and Feel

- Likes open park, boardwalk feel, use the meadow
- More open, modern, inviting, welcoming
- Glass high ceiling, connected to the library

APPENDIX 2 – Focus Group Meeting Summary Report

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT / MASTER PLAN FOCUS GROUP SUMMARY

INTRODUCTION

This report summarizes the results of six focus group meetings conducted as part of the Foster City Recreation Center Master Plan project. The following lists the various steps in the process.

WORKSHOP INTRODUCTION

As part of the planning process, six focus groups were held in November and December 2017

A total of seventy-five stakeholders attended the six focus group meetings. Participants included City residents and City Staff as well as representatives from the business, volunteer, seniors, youth, sports and community organizations.

Similar topical questions were asked of all the groups, and the responses were recorded during the meetings. The responses of all six focus groups were analyzed together, and where there was a similarity of responses, the synthesis of the common responses formed the consensus shown below.

SUMMARY (Consensus of all six focus group sessions):

Strengths and Benefits of the Existing Recreation Center

Location
Major focal point
Large venue for communitywide gatherings
Parking
Variety of spaces

Issues Regarding the Existing Recreation Center

Size of facility inadequate
Electrical issues, roof leaks & energy inefficiency
Inadequate storage
No sense of arrival/poor building layout & flow
No flexibility

Opportunities for the Recreation Center

Café
Go up two or three stories
Commercial kitchen
Larger space capability
Pedestrian overpass or crossing

Recreation Programs Important for the Recreation Center

Art
Music programs and performances
Dance programs
Cooking classes
Guest speaker lecture series
Fitness programs
Weddings

Recreation Facilities Important for the Recreation Center

Commercial kitchen
Pedestrian sky bridge
Dedicated rooms for seniors programs
Performing arts
Ceramics / art studio
Classrooms
Bocce courts

Funding / Financial Sustainability Ideas for the Recreation Center

Public/Private partnerships
Grants / Sponsorships
Use existing available funds / bonding / tax

INDIVIDUAL FOCUS GROUP DISCUSSION NOTES:

FOCUS GROUP #1 – Seniors Representatives/Council

Strengths and Benefits

1. Location/Views
2. Place for Weddings
3. Special Events
4. Meeting Space
5. Memorials

6. Variety of Uses
7. Emphasis on Family Activities
8. Preschool – Early Childhood Development
9. Volunteer Opportunities
10. Resource Center – Assistance (Tax, Housing)
11. Trips – Social Enlargement
12. Cultural Experiences
13. Health – Farmer’s Markets
14. Food Trucks – Sharing Meals
15. Fundraising for Community Benefit
16. Graduation Ceremonies

Issues

1. Senior Wing Too Small
2. Noisy – Incompatible Use/Times
3. Better Use/Scheduling Events
4. Underutilized Areas
5. Electricity Substandard (Fuses)
6. Freezer in Both Kitchens, Better Designed Kitchens
7. Improve Maintenance /Sanitation
8. Adequate Functional Design (R.R.)
9. Storage Space
10. Improve Security (Theft of Equipment) – Surveillance Cameras
11. Awareness/Advertising Existing Programs
12. Coordination Within City

Opportunities

1. Outdoor Pergola – Really Nice for Weddings (Photo Opportunity)
2. Pedestrian Overpass
3. Better Utilization of Ex. Resources (Community Center) and J.C.C.
4. Take Advantage of Demand for Large Rentals (Weddings)
5. Can You Schedule Vibe for Before 2:00 Uses?
6. Art Classes Strong

Recreation Program Needs

1. Bus Service
2. Community Education/Outreach (Public Safety)
3. Tech Skills Development Class
4. Education Opportunities
5. Guest Lecture Series (Professors)
6. Music Participation & Education
7. Music Performance (Indoor)
8. Pops in Park
9. Expanded Visual Arts/Pottery Sculpture Program

10. Adult Coloring Book Club

Facilities

1. Indoor/Outdoor Stage/Perf. Arts
2. Bigger Pottery Studio (90+ waiting list)
3. Quiet Rooms (Music, Lectures)
4. Larger Senior Wing and Better Flexibility w/rest of Center
5. More Storage – Arts/Pottery
6. Outdoor Wedding Pergola/Gazebo
7. Adequate Drinking Fountains
8. Second Banquet Room
9. Dividable Space (Sound Proof)
10. No Wasted Space/Rooms
11. Gallery Space
12. P.A. System

Funding

1. Bonding
2. Nominal Higher Nonresident Fee
3. Sales Tax
4. Strategic User Fee/Increases
5. Partner w/Private Groups/Providers

Shuttle

Can we add 1 more out of town day?

Parking issues at Special Events

Better Cross Cultural Events

Awareness Opportunities

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT

FOCUS GROUP #2 – Department Heads

Strengths and Benefits

1. Events – Availability
2. Classes
3. Photogenic
4. Running Trails
5. Beautiful Environment
6. Well Maintained
7. Flexibility of Open Spaces Around Park (Activities)
8. Traditions Outside (Graduation)
9. Special Events – 4th of July
10. Preserving Traditions

Issues

1. Changing Demographics (More Young Kids, Seniors)
2. Downtown Center Question
3. How to Get Family or More Modern Facility
4. All Ages Served
5. Make Feel Like Lifestyle Center
6. Café – Small Local Business
7. Teens aren't here because the High School is out of town.
8. High Schoolers (But not Obvious)
9. Inviting

Opportunities

1. Music
2. Keep Good Relation of Spaces – Just Make Bigger
3. Go up to two stories (or 3)
4. Lots of Rental Capability
5. Careful about too many Weddings – Disturbing Use of Park
6. Sense of Arrival / Welcome
7. Better Sequence of Spaces
8. Modern, Lots of Glass
9. More Branding

Recreation Programs

1. Dance Program – Ethnic Diversity
2. Girl Scout Program Strengthened
3. Visible Program from Street and Lagoon
4. More Weekend Programs and Activity Around Building
5. Brand It, Marque
6. Arts Wing or Lounge
7. Relax Space
8. Lounge – Quiet
9. Juice Bar
10. Coffee Shop
11. Pottery
12. Music
13. Coding
14. Tutoring and Study Hall

Facilities

1. Conference Rooms Open for Study Hall & Tutoring
2. Class Rooms
3. Distinguishing Features in Rooms
4. Natural Light in all Rooms
5. Bridge Element
6. Café
7. Lounge
8. Juice Bar
9. Family Center
10. Wellness, Healthy
11. Use Outdoor
12. Dock at Amphitheater
13. Entrance noticeable and inviting
14. Solar Panels
15. Yoga on Deck
16. 2 Floors, Lots of Glass
17. Modern

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT

FOCUS GROUP #3 – Teenagers / Youth Advisory Board

Strengths and Benefits

1. Location, Location, Location
2. City center synergy (civic center)
3. Major focal point
4. Potential connector
5. Large venue for gatherings

Issues

1. Parking
2. Internal design limitations
 - a. Circulation
 - b. Lack of front door
 - c. No sense of arrival
 - d. Lack of control
 - e. Technology lacking
 - f. Acoustics
 - g. Lighting / energy efficiency
 - h. Sustainability
 - i. Limited outdoor connection
 - j. Size of facility – multi story

Opportunities

1. Better connection to civic center
 - a. Street crossings
2. Better flexibility for events
3. Create “identity” (branding)
4. Create a destination
5. Private / public partnership
6. Space for community events
 - a. Plays / music
 - b. Guest speaker
 - c. Cultural activities

- d. Corporate events
- 7. Potential connections to commercial centers
 - a. Businesses
 - b. PJCC

Recreation Programs

- 1. Indoor pool / aquatics
- 2. Shuffle board
- 3. Horseshoe pits
- 4. Beach volleyball
- 5. Water feature
- 6. Speaker (lecture) series
- 7. Live music
- 8. Basketball
- 9. Water recreation

Recreation Facilities

- 1. Large commercial kitchen
 - a. Ethnic gatherings
 - b. Weddings
 - c. Cooking classes
- 2. Ceramics / arts crafts studio

Funding / Financial sustainability

- 1. Food service opportunities
 - a. Ethnic groups
 - b. Outside vendors
- 2. Big question: "how to pay?"
 - a. City capital infrastructure
- 3. How to maintain?
 - a. Energy costs (operations)
- 4. Temporary housing during construction

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT

FOCUS GROUP #4 – Recreation & Parks Operations Staff

Strengths and Benefits

1. Setting / location / views
2. Accessibility
3. Public transit
4. Free public parking (plenty)
5. Offsite parking (formal agreements)

Issues

1. Not enough flexibility in rooms
 - a. Timing / scheduling conflicts
 - b. No room for growth
 - c. Large room – no flexibility
 - d. No designated multi-purpose space
2. Not adequate storage
3. Ceramic room issues
 - a. Smells
 - b. Footprints
 - c. Noise
4. Roof leaks
5. Design deficiency
 - a. No front door sense to main entry
 - b. Not inviting
 - c. Front door not used
 - d. Awkward arrival to building
 - e. Rush hour parking issue – 5pm

Opportunities

1. Gymnasium
 - a. Dedicated / multi-use
 - b. Fitness classes
 - c. Wood (maple) flooring
2. Space for 300 – 400 people

3. Need more power outside
4. Variety of room sizes
5. Stable fee policy
6. Lagoon opportunities
 - a. More viewing locations
 - b. Weddings / photo opportunities
 - c. Dedicated area for weddings, etc.
 - d. Coffee shop in gazebo

Recreation Programs

1. Classes / programs via skype
2. Dance programs
3. Programs need dedicated spaces
 - a. Dance / art
4. Pre-school
5. Conflict with rented programs (spaces)
6. Top 3:
 - a. Fitness / sports
 - b. Art
 - c. Cooking classes

Recreation Facilities

1. Bocce courts
2. Staff restrooms (more)
3. Rooms of varying sizes
 - a. 70-100 (current need)
4. Indoor / outdoor room – glass wall
5. Dedicated rooms for senior programs
6. Centralized mechanical / electrical room
7. Dedicated maintenance rooms
8. Conference rooms (small to large)
9. Pedestrian sky bridge
10. Current (dedicated) emergency / cooling center

Funding / Financial sustainability

1. Public / private partnerships
2. Corporate rentals

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT

FOCUS GROUP #5 – Businesses and Nonprofit Organizations

Strengths and Benefits

1. Recreation opportunities
2. Location – access to lagoon
3. Open to community
4. Ample parking (some peak time problems)
5. Highly active- used all the time 7 days
6. Variety of spaces for different uses

Issues

1. Recreation center / community center conflicts?
2. No museum space
3. Electrical / maintenance issues
4. Some design deficiencies
5. Knock down and rebuild
6. Kitchen needs upgrading
7. Dated facility

Opportunities

1. Second story
2. Cultural opportunities (museum)
3. City center (current location)
4. Accommodate various constituents
5. Café
6. Room larger than 200 people (large, dividable)
7. Commercial kitchen
8. Center as a draw to area

9. Auditorium
10. Performing arts center
11. More docking space @ lagoon

Recreation Programs

1. Sports programs (leagues)

Recreation Facilities

1. Museum
2. Performing arts center
3. Bocce courts
4. Meeting spaces for small groups
 - a. Corporate meetings
 - b. Conference center
5. Classrooms (instructional)
6. Computer labs
7. Hobby rooms
8. Ceramics larger space than current
9. Maker's space
 - a. Photo lab
 - b. 3D printing
 - c. Other creative pursuits
10. Preschool
11. Outdoor spaces for festivals
12. Access to water
13. Sustainable building

Funding / Financial sustainability

1. Public / private partnerships
2. Sustainable building grants
3. Use existing allocated funds

FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT

FOCUS GROUP #6 – Volunteers, Citizens and Sports Groups

Strengths and Benefits

1. Nice scale of building
2. Nice features (promenade and amphitheater)
3. Central location
4. Accommodates variety of uses / groups
5. Tennis courts
6. Bocce courts
7. Lots of outdoor spaces
8. Landscaping (roses)

Issues

1. Layout not ideal
2. Shell boulevard hard to cross
3. Front desk too far
4. No specific room designation
5. No room variety
6. Not enough rooms
7. Electrical / power
8. More flexibility for large room
9. More outdoor access from rooms
10. Amphitheater too isolated
11. Better flow into building
12. Vibe located on prime real estate
13. No outdoor restroom access from tennis courts
14. No small children's playground (maybe next to bocce courts?)
15. Dedicated space for work
16. No multi-purpose room
17. Wifi inadequate

Opportunities

1. Café / coffee shop / juice bar
2. Food / coffee 'cart' vendors
3. Youth group / scouts type meeting room and outdoor spaces
4. Kitchen for cooking classes

5. Larger kitchen (commercial)
6. Second story
7. Solar

Recreation Programs

1. Fitness classes / programs
2. Expand art program
3. Technology

Recreation Facilities

1. Pedestrian bridge over Shell Blvd
2. More parking
3. Sports spaces
4. Gymnasium
5. Walking track
6. Rooftop garden

Funding / Financial sustainability

1. Construction: private partnerships / sponsorships
2. Operations/Maintenance: rentable spaces, concessions, classes

APPENDIX 2 – Community Workshop Meeting Summary Report



FOSTER CITY RECREATION CENTER NEEDS ASSESSMENT & MASTER PLAN COMMUNITY WORKSHOP SUMMARY RESULTS

INTRODUCTION

This report summarizes the results of the communitywide workshop conducted as a part of the public outreach effort to assist in the preparation of the needs assessment and master plan for the Foster City Recreation Center. The workshop was held on Saturday January 28th from 10:00am to 2:00pm at the VIBE Teen Center multi-purpose room in Leo Ryan Park. The Consultant Team worked with Foster City staff to develop and coordinate the workshop program. City recreation staff and the public information department provided outreach to the community through multiple print, digital, social and multi-media advertising campaigns to spread the word of the workshop. There were 43 residents in attendance at the four-hour workshop.

Jennifer Liu, Director of Foster City Parks and Recreation Department began the workshops by welcoming and thanking the attendees for their participation in the process. John Courtney, Principal of RJM Design Group, then reviewed the overall process and schedule for the needs assessment and master plan project, as well as a general review of the input tools used so far, and the workshop objectives and proceeded to facilitate the process.

WORKSHOP GOALS

The results of the workshop are discussed below and do not include the results from other outreach efforts such as individual interviews, recent input from the internet survey and the focus groups.

The goals of the workshop were presented as follows:

4. Provide a summary overview of the process and existing site characteristics;
5. Review a summary of the community inputs that have been analyzed to date;

6. Gather input from the workshop attendees on the existing recreation center and park site, needs for future planning of the recreation programs and facilities, and priorities for the facilities.

The following lists summarize the consensus of all the input provided during the workshop. The 43 individuals in attendance were divided into six tables of 5 to 8 persons at each table. For each of the topics below, the attendees were asked to answer the topical question with a quick personal response of their top 5 lists. Then they were instructed to discuss their answers in the small group settings and develop a consensus list of 8 responses for the table small group. The consultants then compiled all the small group responses and determined where there was consensus among all the group lists. The following summary lists represent the responses common to all six of the small groups.

TOPIC A

Please list the 5 favorite things you like most about the existing recreation center and/or Leo Ryan Park

- Views of the lagoon from the building
- Meeting rooms (large and small variety)
- Location
- Specialty features (pottery studio and bocce courts)
- Kitchen access
- Amphitheater
- Outdoor use
- Senior facilities

TOPIC B

Please list the 5 least favorite things you dislike most about the existing recreation center and/or Leo Ryan Park

- Lack of parking
- Electrical wiring inadequate for current needs & technology
- Senior wing too small
- Wasted space, inefficient layout
- Inadequate kitchen facilities
- Nondescript architectural design

TOPIC C

Please list the 5 most important existing amenities or features you think need to be emphasized in the recreation center and/or Leo Ryan Park

- Amphitheater

Outdoor activity areas/skatepark
Senior center
Water use / boating facilities
Passive space in park
Class/event space

TOPIC D

Please list the 5 most important recreation programs or activities enjoy at the recreation center and/or Leo Ryan Park

Special events & summer concerts
Recreation center classes
Senior programs
Sports & exercise programs (pickleball, bocce, badminton)
Community & cultural events
Boat rentals & windsurfing classes
Passive park utilization programs (walking)

TOPIC E

Please list your top 5 most important new recreation amenities or features you would like to see added to the recreation center and/or Leo Ryan Park

Restaurant / Café
Large multipurpose room with high tech a/v
Preschool space
Kitchen
Senior facilities
Bocce courts

TOPIC F

Please list your top 5 new recreation programs or activities you would like to see added to the recreation center or Leo Ryan Park.

More adult classes
Concerts
Water related boating programs
Movie nights
Classes on technology, computers, device, social media use

TOPIC G

Please list your top 3 priorities for the future of the recreation center and Leo Ryan Park

- Environmentally sustainable building with more usefulness
- Accommodate cultural diversity of community
- Enhance and leverage views and use of the lagoon
- Enhance quality of life for Foster City residents and attract regional visitors
- Fiscally responsible

Individual Table Responses:

The following pages record the full text of each group's responses to each of the seven topics discussed during the four-hour workshop:

TOPIC A

Please list the 5 favorite things you like most about the existing recreation center and/or Leo Ryan Park

Group 2

- Open space activities / central location, bocce, concerts, food trucks art & wine
- Community social events (bingo, rotary, weddings, etc.)
- Classes (dance, exercise)
- Games (bridge, cards, ping-pong)

Group 3

- Classroom facilities & multi-use
- Bocce ball
- Access to water – boating, etc.
- View of lagoon
- Kitchen
- Amphitheater
- Lagoon room – large gathering area
- Senior center

Group 4

- Access to / view of lagoon
- Rentable rooms / variety of activities / seamless connection among activity areas & concurrent activities/ great views from primary event room
- Access to water sports equipment & boats
- Walking areas / trails / benches
- Convenient & unobtrusive parking
- Tennis courts / bocce ball

Existing design / architectural features / fits into its location / has inviting open spaces / has good transition to water / merges inside and outside uses

Group 5

- Views of water from building
- Pottery studio & bocce court (special interest)
- Meeting rooms (large and small variety)
- Community events and activities
- Cleanliness
- Kitchen access
- Amphitheater
- Location

Group 6

- Focal point of Foster City
- Walking paths with ample seating
- Court sport areas (tennis, pickleball, etc.)
- Picnic facilities / large outdoor areas
- The views of the lagoon
- Indoor facilities, meeting rooms, dancing classes
- Amphitheater
- Adequate parking (for non-event days)

Group 7

- Lagoon views
- Central location
- Senior dedicated area/single level (ease of access)
- Space for variety of activities (i.e. exercise, lectures, preschool)
- Venue for large group events
- Kitchen facilities
- Patio / outdoor use area
- Passive / active outdoor activities (boating, bocce, tennis, skatepark)

TOPIC B

Please list the 5 least favorite things you dislike most about the existing recreation center and/or Leo Ryan Park

Group 2

- Clinical, cold feeling
- Lighting
- Parking
- Inefficient layout

Group 3

- Outdated – kitchen, electrical, technology, climate control, acoustics
- Lack of appropriate space for classes, lack of auditorium, lack of spaces to support a variety of activities (performing arts, lectures/talks, eating)
- Lack of boating access/docking for all types of watercraft

Lack of reasons to come to / stay at the park or rec center is mostly a pass-through and there is no reason to come to rec center unless for a specific event (not a gathering space)
Landscaping in the park is not environmentally friendly, not well maintained, tired

Group 4

Parking space & access
Restroom & outside access (closes too early)
Room quantity and size
Restaurant with a view
Better kitchen facilities (larger and multiple kitchens)
Larger pottery studio
Not enough bocce ball courts
No preschool space
Signage improvements and no lobby
Noise in hallway (soundproofing needed)

Group 5

Insufficient for large events
Flooring dull
More activities for active seniors
Need more lounge space to encourage usage
Bad acoustics
Poor layout, entry waterfront access
Goose droppings
Tennis overcrowded

Group 6

Cleanliness of building
Lack of parking
Senior wing too small
Wasted space
Energy inefficient and nondescript architectural design
Electrical wiring inadequate for current technology needs
Unrealized revenue potential

Group 7

Facility used too often by non-residents
Lack of adequate kitchen facilities (we need a commercial kitchen, not 2 small ones)
More programs
Not enough parking

TOPIC C

Please list the 5 most important existing amenities or features you think need to be emphasized in the recreation center and/or Leo Ryan Park

Group 2

Bocce ball courts
Amphitheater
Senior center
Landscaping

- Meeting facilities
- Food, catering
- Boating, rental access
- Parking

Group 3

- Beautiful, inviting surroundings (inside and out)
- Amphitheater
- Passive use space in park
- Water use / boating facilities
- Senior center
- Class / event space
- Skatepark

Group 4

- Indoor/outdoor recreation activities (bocce, tennis, BBQ, amphitheater, pottery, yoga)
- Meeting rooms & large ballroom (for 250+)
- Views
- Kitchen spaces
- Docks, walkways, open space
- Senior center
- Rose garden

Group 5

- Amphitheater
- Outdoor sports facilities: tennis, bocce, basketball, pickleball
- Common area / game room / activities
- Walking trails
- Senior facility

Group 6

- Senior wing / dedicated
- Available parking
- Kitchen
- Integrated passive & active indoor / outdoor areas
- Attractive landscaping

Group 7

- Large and small meeting rooms
- Bocce courts
- Ceramic studios
- Preschool
- Boat rental / dock area
- Concert area
- Kitchen

TOPIC D

Please list the 5 most important recreation programs or activities enjoy at the recreation center and/or Leo Ryan Park

Group 2

- Bocce ball
- Concerts & festivals
- VIBE
- Senior center
- Classes
- Hosting meetings
- Walking pathways
- Windsurfing, boating activities

Group 3

- Concerts (summer) & events (4th of July, Holi, etc.)
- Boat rentals / windsurfing classes
- Recreation center classes
- Senior off-site excursions
- Park – walking trails, paths passive use

Group 4

- Summer concert
- Community & cultural events
- Bocce ball, yoga, pottery, tennis
- Kids camp
- Senior programs
- 4th of July event
- Rose garden & training
- Enjoy the park

Group 5

- Classes
- Racquet sports programs/clubs
- Events/festivals
- Concerts
- Senior trips, senior rides
- Foster City Village
- Community arts program

Group 6

- Community events (concerts, 4th of July, Cityfest)
- Art programs
- Sports programs/facilities (bocce, skatepark, boating)
- Senior activities / classes
- Adult education classes
- Food trucks
- After school programs
- Fundraising events

Group 7

- Dance & exercise programs
- Summer concerts & camps

Bocce
Movies
Senior luncheons & trips
VIBE
Computer instruction
Discussion programs

TOPIC E

Please list your top 5 most important new recreation amenities or features you would like to see added to the recreation center and/or Leo Ryan Park

Group 2

New bocce ball courts & maintenance for everything
Cleaner restrooms
Swimming pool
Running track
More comfortable meeting rooms
Gym facilities
Boat docks, marina
Performing arts center

Group 3

Café / restaurant / wine bar
Outside / inside views save from seagulls
Overall improvements in technology

Group 4

Large multipurpose room with a/v
Restaurant / café
Preschool space
Boating facilities - docks, marina, charging station
Technology spaces & classes
Nature walk with gardening classes (roses, fruit trees, community garden)
Sound-proofed rooms
Scoreboard for bocce court

Group 5

Pickleball courts
Outdoor movies & amphitheater
Indoor movie theater (like R.W.C. senior center)
Café in recreation center
Informative entrance at senior center and parking lot entrance

Group 6

Expand what we have now
Expand free or inexpensive shuttle to SFO, BART, CalTrain
Expand senior space, amenities, programs
Community pub and or café
Full service restaurant
Repair café / maker fair

City gym with workout equipment

Boats

Group 7

Picnic & BBQ facilities

Commercial kitchen

More bocce courts

Parcourse / putting green

Expanded preschool

TOPIC F

Please list your top 5 new recreation programs or activities you would like to see added to the recreation center or Leo Ryan Park.

Group 2

More adult and teen programs

Pool

More concerts

Lecture series

Track and field

Things offered by PJCC

Adult education programs

Group 3

Card rooms

Offsite activities (shopping, museums, overnights)

Classes – swimming, boat safety hiking, camping, outdoor skills, art, foreign languages,
50+exercise classes, water aerobics

Boat rides, not rentals

Water taxis

Goose deterrent measures

Floating island for cafe

Group 4

Gardening

Cooking (& BBQ)

Preschool

Tech classes (robotics, coding)

Grandparent and child activities

Flyfishing

Calligraphy

Outdoor movies in summer

Group 5

Pickleball programs, classes, tournaments

Swimming

Community arts projects

Bowling alleys

Movie program

“ . . . and Wine” programs (for example, bocce and bowling)

Exercise in the park

Group 6

More adult classes (computer, tech, fashion)

Drop in consultation for tech, computer, phone, home repair

Gym with equipment, personal trainer, fitness classes

Cooking classes

Monthly coffee hour with city council, city employees, e.g. community development, police,
City Manager

Group 7

More programs for active seniors

Christmas concert

Adult discussion groups

Bicycle club

Water sport competition

Revival of “anything goes” activity

TOPIC G

Please list your top 3 priorities for the future of the recreation center and Leo Ryan Park

Group 2

Levee and water plant issues

Renovation, not replacement (roof, heating, lighting, aesthetics)

Improved bocce ball facilities

Kitchen for catering

Group 3

Continue to leverage and enhance views of and use of lagoon

Have a rec center building that is everything that a building should be: safe, flexible, technologically up-to-date, but that is also memorable and spectacular, and that works for more diverse groups / changing demographics

A park that continues to have the same amount of landscaped passive areas and that is beautiful, environmentally friendly and more usable so people want to spend time there, not just pass through

Enhance quality of life for Foster City residents and at the same time attract people from other areas to come to Foster City, enjoy it, and contribute the Foster City’s economy

Develop programs that encourage a lifestyle that includes health, activity and cultural awareness / education

Group 4

Better parking

Larger & state of the art recreation center to accommodate increasingly diverse population

Nice restaurant with water view

Preschool

Keep costs minimal for Foster City residents

Group 5

Improvement to facilities (LEED Certified)

Increase community engagement with new programs

- Add relevant new programs to support all age groups
- Focus on fundraising activities/events for programs
- Informal & friendly gathering places

Group 6

- Expand senior space, amenities, programs; how about a VIBE for seniors?
- Build a new recreation center 1 or 2 stories, attractive, sustainable architecture that integrates with water and park, including revenue producing, events/rental
- Long-term commitment from City Council, staff (especially parks & rec), community, including plan for future expansion

Group 7

- Financial accountability regardless of what improvements are going to be made – proceed only if citizen funding is approved
- Fewer classes that are contracted out
- Have recreation staff actually teaching classes

ATTACHMENT E

CURRENT FISCAL YEAR

PARKS & RECREATION DEPT. BUDGET

ATTACHMENT E

1. Recreation Administration

Detail Line Item Report

Budget Home

GENERAL FUND

[PARKS & RECREATION](#) - Rec. Administration
001-0510-451

Account:

Division Notes
(11)

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
001-0510-451-4110	PERMANENT SALARIES Add Item Note	\$556,800.00	\$0.00
	Subtotal	\$556,800.00	\$0.00
001-0510-451-4112	OVERTIME Edit Item Note	\$1,500.00	\$0.00
	Subtotal	\$1,500.00	\$0.00
001-0510-451-4120	FRINGE BENEFITS Add Item Note	\$302,400.00	\$0.00
	Subtotal	\$302,400.00	\$0.00
	Employee Services Total	\$860,700.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
001-0510-451-4520	COMPENSATED ABSENCES Edit Item Note	\$8,114.00	\$0.00
	Subtotal	\$8,114.00	\$0.00
001-0510-451-4544	VEHICLE REPLACEMENT - 4 Vehicles Add Item Note	\$50,197.00	\$0.00
	Subtotal	\$50,197.00	\$0.00
001-0510-451-4556	EQUIPMENT REPLACEMENT Add Item Note	\$23,967.00	\$0.00
	Subtotal	\$23,967.00	\$0.00
001-0510-	INFORMATION TECHNOLOGY SERVICES Add Item	\$113,550.00	\$0.00

451-4557	Note		
		Subtotal	\$113,550.00
			\$0.00
001-0510-452-4569	BUILDING MAINTENANCE -- RC, Sr, TC, CC Item Note	Add \$684,681.00	\$0.00
		Subtotal	\$684,681.00
			\$0.00
		Internal Services Total	\$880,509.00
			\$0.00

Add Exception Request **Services and Supplies** Add Line Item

			Approved 2017-2018	Requested 2018-2019
001-0510-451-4241*	COPY - LETTERS AND STAFF REPORTS Note	Add Item	\$500.00	\$0.00
		Subtotal	\$500.00	\$0.00
001-0510-451-4242	POSTAGE, LETTERS, FACILITY AND PLAYFIELD PERMITS Add Item Note		\$1,500.00	\$0.00
		Subtotal	\$1,500.00	\$0.00
001-0510-451-4243	GENERAL OFFICE SUPPLIES Edit Item Note		\$16,665.00	\$0.00
		Subtotal	\$16,665.00	\$0.00
001-0510-451-4246	SUPPLIES & EQUIPMENT Add Item Note		\$6,750.00	\$0.00
001-0510-451-4246	YOUTH SUMMIT / YOUTH LEADERSHIP Note	Add Item	\$3,500.00	\$0.00
		Subtotal	\$10,250.00	\$0.00
001-0510-451-4249	PUBLICITY/ADVERTISING Add Item Note		\$5,900.00	\$0.00
		Subtotal	\$5,900.00	\$0.00
001-0510-451-4251	MANDATED FINGERPRINTING Add Item Note		\$1,000.00	\$0.00
		Subtotal	\$1,000.00	\$0.00
001-0510-451-4253	CALIF. PARKS & RECREATION SOCIETY - AGENCY Add Item Note		\$606.00	\$0.00
001-0510-451-4253	CPRS STAFF MEMBERSHIP Add Item Note		\$1,263.00	\$0.00
001-0510-451-4253	LERN MEMBERSHIP Add Item Note		\$354.00	\$0.00
001-0510-451-4253	NATIONAL LEGISLATIVE BULLETIN Add Item Note		\$152.00	\$0.00
001-0510-451-4253	NATIONAL RECREATION & PARKS SOCIETY - AGENCY Add Item Note		\$778.00	\$0.00
001-0510-451-4253	NEWS SUBSCRIPTIONS & PROFESSIONAL JOURNALS Edit Item Note		\$505.00	\$0.00
001-0510-451-4253	NRPA NET Add Item Note		\$51.00	\$0.00
		Subtotal	\$3,709.00	\$0.00

001-0510-451-4254	ANNUAL DEPARTMENT RETREAT - JANUARY <small>Add Item Note</small>	\$1,212.00	\$0.00
001-0510-451-4254	CA PARKS & REC TRAINING - MANAGER (1) <small>Add Item Note</small>	\$1,515.00	\$0.00
001-0510-451-4254	CPRS REGIONAL - REC COORDINATORS (5) <small>Edit Item Note</small>	\$5,050.00	\$0.00
001-0510-451-4254	NRPA - DIRECTOR <small>Add Item Note</small>	\$2,525.00	\$0.00
001-0510-451-4254	PACIFIC SOUTHWEST CONFERENCE/LEG FORUM - DIRECTOR <small>Add Item Note</small>	\$1,162.00	\$0.00
Subtotal		\$11,464.00	\$0.00
001-0510-451-4255	DEPT. REGIONAL TRAINING - STAFF <small>Add Item Note</small>	\$505.00	\$0.00
001-0510-451-4255	SECRETARY'S TRAINING <small>Add Item Note</small>	\$202.00	\$0.00
Subtotal		\$707.00	\$0.00
Services & Supplies Total		\$51,695.00	\$0.00
Rec. Administration Total - Before Reallocation		\$1,792,904.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

		Approved 2017-2018	Requested 2018-2019
001-0510-451-4463	INDIRECT COST ALLOCATION <small>Add Item Note</small>	(\$378,322.00)	\$0.00
Subtotal		(\$378,322.00)	\$0.00
Reallocation Total		(\$378,322.00)	\$0.00
Rec. Administration Total		\$1,414,582.00	\$0.00

Budget Home

ATTACHMENT E

2. Special Recreation

Detail Line Item Report

Budget Home

SPECIAL RECREATION

[PARKS & RECREATION](#) - Adult Classes
0535-451

Account: 003-

No Division
Notes

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0535-451-4110	FULL-TIME SALARIES Add Item Note	\$41,700.00	\$0.00
	Subtotal	\$41,700.00	\$0.00
003-0535-451-4111	EMPLOYEE SERVICES / PART-TIME Add Item Note	\$2,121.00	\$0.00
	Subtotal	\$2,121.00	\$0.00
003-0535-451-4112	OVERTIME Add Item Note	\$500.00	\$0.00
	Subtotal	\$500.00	\$0.00
003-0535-451-4120	FRINGE BENEFITS (F/T SALARIES) Add Item Note	\$23,100.00	\$0.00
003-0535-451-4120	FRINGE BENEFITS (P/T Salaries) Add Item Note	\$212.00	\$0.00
	Subtotal	\$23,312.00	\$0.00
	Employee Services Total	\$67,633.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0535-451-4520	COMPENSATED ABSENCES Add Item Note	\$620.00	\$0.00
	Subtotal	\$620.00	\$0.00
	Internal Services Total	\$620.00	\$0.00

		Approved 2017-2018	Requested 2018-2019
003-0535-451-4243	SUPPLIES <small>Add Item Note</small>	\$1,600.00	\$0.00
003-0535-451-4243	SUPPLIES FOR REGIONAL SPORTS <small>Add Item Note</small>	\$1,600.00	\$0.00
	Subtotal	\$3,200.00	\$0.00
003-0535-451-4246	MAINTENANCE <small>Add Item Note</small>	\$1,000.00	\$0.00
	Subtotal	\$1,000.00	\$0.00
003-0535-451-4251	CONTRACTUAL SERVICES <small>Add Item Note</small>	\$100,000.00	\$0.00
003-0535-451-4251	PARTNERSHIP CONTRIBUTIONS FOR REGIONAL SPORTS <small>Add Item Note</small>	\$1,600.00	\$0.00
	Subtotal	\$101,600.00	\$0.00
	Services & Supplies Total	\$105,800.00	\$0.00
	Adult Classes Total - Before Reallocation	\$174,053.00	\$0.00

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Adult Classes Total	\$174,053.00	\$0.00

Budget Home

Detail Line Item Report

Budget Home

SPECIAL RECREATION

[PARKS & RECREATION](#) - Advertising
0539-451

Account: 003-

No Division
Notes

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Employee Services Total	\$0.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Internal Services Total	\$0.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0539-451-4242	POSTAGE <small>Add Item Note</small>	\$11,275.00	\$0.00
	Subtotal	\$11,275.00	\$0.00
003-0539-451-4243	SUPPLIES <small>Add Item Note</small>	\$820.00	\$0.00
	Subtotal	\$820.00	\$0.00
003-0539-451-4251	CONTRACTUAL SERVICES <small>Add Item Note</small>	\$35,350.00	\$0.00
	Subtotal	\$35,350.00	\$0.00
	Services & Supplies Total	\$47,445.00	\$0.00
	Advertising Total - Before Reallocation	\$47,445.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Advertising Total	\$47,445.00	\$0.00

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Detail Line Item Report

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SPECIAL RECREATION

[PARKS & RECREATION](#) - Facility Operations
003-0525-451

Account:

Division Notes
(3)

Add Division
Note

Revenue Add Revenue

Approved
2017-2018

Requested
2018-2019

Revenue Total

\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

Approved
2017-2018

Requested
2018-2019

Capital Outlay Total

\$0.00

\$0.00

Add Exception Request **Employee Services** Add Line Item

Approved
2017-2018

Requested
2018-2019

003-0525-
451-4110 PERMANENT SALARIES Add Item Note

\$157,700.00

\$0.00

Subtotal **\$157,700.00** **\$0.00**

003-0525-
451-4111 BUILDING SERVICES COORDINATOR
ASSISTANT Add Item Note

\$25,000.00

\$0.00

003-0525-
451-4111 PART TIME SALARIES Edit Item Note

\$128,300.00

\$0.00

Subtotal **\$153,300.00** **\$0.00**

003-0525-
451-4112 OVERTIME Add Item Note

\$3,100.00

\$0.00

Subtotal **\$3,100.00** **\$0.00**

003-0525-
451-4120 FRINGE BENEFITS (F/T Salaries) Edit Item Note

\$87,500.00

\$0.00

003-0525-
451-4120 PART TIME STAFF BENEFITS Edit Item Note

\$42,000.00

\$0.00

Subtotal **\$129,500.00** **\$0.00**

Employee Services Total \$443,600.00 **\$0.00**

Add Exception Request **Internal Services** Add Line Item

Approved
2017-2018

Requested
2018-2019

003-0525-
451-4520 COMPENSATED ABSENCES Add Item Note

\$2,350.00

\$0.00

Subtotal **\$2,350.00** **\$0.00**

003-0525-451-4556	EQUIPMENT REPLACEMENT	Add Item Note	\$21,157.00	\$0.00
		Subtotal	\$21,157.00	\$0.00
		Internal Services Total	\$23,507.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

			Approved 2017-2018	Requested 2018-2019
003-0525-451-4242	POSTAGE	Add Item Note	\$200.00	\$0.00
		Subtotal	\$200.00	\$0.00
003-0525-451-4243	SUPPLIES	Add Item Note	\$12,000.00	\$0.00
		Subtotal	\$12,000.00	\$0.00
003-0525-451-4246	SM/FC SCHOOL JOINT-USE FACILITIES	Add Item Note	\$59,450.00	\$0.00
		Subtotal	\$59,450.00	\$0.00
003-0525-451-4265	CREDIT CARD ACCEPTANCE FEES	Add Item Note	\$18,180.00	\$0.00
		Subtotal	\$18,180.00	\$0.00
		Services & Supplies Total	\$89,830.00	\$0.00
		Facility Operations Total - Before Reallocation	\$556,937.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Facility Operations Total	\$556,937.00	\$0.00

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Detail Line Item Report

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SPECIAL RECREATION

[PARKS & RECREATION](#) - Senior Programs
003-0540-451

Account:

No Division
Notes

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0540-451-4110	PERMANENT SALARIES <small>Add Item Note</small>	\$83,300.00	\$0.00
	Subtotal	\$83,300.00	\$0.00
003-0540-451-4111	PART TIME SALARIES <small>Add Item Note</small>	\$22,107.00	\$0.00
	Subtotal	\$22,107.00	\$0.00
003-0540-451-4112	OVERTIME <small>Add Item Note</small>	\$700.00	\$0.00
	Subtotal	\$700.00	\$0.00
003-0540-451-4120	FRINGE BENEFITS (F/T Salaries) <small>Add Item Note</small>	\$46,100.00	\$0.00
003-0540-451-4120	FRINGE BENEFITS (P/T Salaries) <small>Add Item Note</small>	\$2,211.00	\$0.00
	Subtotal	\$48,311.00	\$0.00
	Employee Services Total	\$154,418.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0540-451-4520	COMPENSATED ABSENCES <small>Add Item Note</small>	\$1,240.00	\$0.00
	Subtotal	\$1,240.00	\$0.00
	Internal Services Total	\$1,240.00	\$0.00

			Approved 2017-2018	Requested 2018-2019
003-0540- 451-4242	POSTAGE <small>Add Item Note</small>		\$500.00	\$0.00
		Subtotal	\$500.00	\$0.00
003-0540- 451-4243	SENIOR PROGRAMS TRIPS & TOURS <small>Add Item Note</small>		\$16,589.00	\$0.00
003-0540- 451-4243	SUPPLIES <small>Add Item Note</small>		\$2,500.00	\$0.00
		Subtotal	\$19,089.00	\$0.00
003-0540- 451-4249	PUBLICITY <small>Add Item Note</small>		\$200.00	\$0.00
		Subtotal	\$200.00	\$0.00
003-0540- 451-4251	SENIOR EXPRESS BUS RENTAL PROGRAM <small>Add Item Note</small>		\$11,920.00	\$0.00
003-0540- 451-4251	SENIOR EXPRESS DOOR-TO-DOOR SERVICE <small>Add Item Note</small>		\$32,520.00	\$0.00
		Subtotal	\$44,440.00	\$0.00
		Services & Supplies Total	\$64,229.00	\$0.00
		Senior Programs Total - Before Reallocation	\$219,887.00	\$0.00

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Senior Programs Total	\$219,887.00	\$0.00

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Detail Line Item Report

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SPECIAL RECREATION

PARKS & RECREATION - Special Events
0537-451

Account: 003-

[No Division
Notes](#)[Add Division
Note](#)

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

ExpendituresAdd Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0537-451-4111	PART TIME SALARIES Add Item Note	\$3,131.00	\$0.00
	Subtotal	\$3,131.00	\$0.00
003-0537-451-4120	FRINGE BENEFITS (P/T Salaries) Add Item Note	\$313.00	\$0.00
	Subtotal	\$313.00	\$0.00
	Employee Services Total	\$3,444.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Internal Services Total	\$0.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0537-451-4242	POSTAGE Add Item Note	\$450.00	\$0.00
	Subtotal	\$450.00	\$0.00
003-0537-451-4243	SUPPLIES Add Item Note	\$7,878.00	\$0.00
	Subtotal	\$7,878.00	\$0.00
003-0537-451-4249	PUBLICITY Add Item Note	\$3,636.00	\$0.00

		Subtotal	\$3,636.00	\$0.00
003-0537-451-4251	CONTRACTUAL SERVICES <small>Add Item Note</small>		\$27,169.00	\$0.00
		Subtotal	\$27,169.00	\$0.00
003-0537-451-4265	ART GALLERY - MISC <small>Add Item Note</small>		\$500.00	\$0.00
		Subtotal	\$500.00	\$0.00
	Services & Supplies Total		\$39,633.00	\$0.00
	Special Events Total - Before Reallocation		\$43,077.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Special Events Total	\$43,077.00	\$0.00

[Budget Home](#)

Detail Line Item Report

Budget Home

SPECIAL RECREATION

[PARKS & RECREATION](#) - Teen Programs
003-0541-451

Account:

No Division
Notes

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0541-451-4110	RECREATION COORDINATOR Add Item Note	\$83,300.00	\$0.00
	Subtotal	\$83,300.00	\$0.00
003-0541-451-4111	PART TIME SALARIES Add Item Note	\$97,915.00	\$0.00
003-0541-451-4111	VIBE RENTAL PROGRAM - PART-TIME STAFF Add Item Note	\$6,153.00	\$0.00
	Subtotal	\$104,068.00	\$0.00
003-0541-451-4112	OVERTIME Add Item Note	\$1,250.00	\$0.00
	Subtotal	\$1,250.00	\$0.00
003-0541-451-4120	FRINGE BENEFITS (F/T SALARIES) Add Item Note	\$46,100.00	\$0.00
003-0541-451-4120	FRINGE BENEFITS (P/T SALARIES) Add Item Note	\$33,088.00	\$0.00
	Subtotal	\$79,188.00	\$0.00
	Employee Services Total	\$267,806.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0541-451-4520	COMPENSATED ABSENCES Add Item Note	\$1,240.00	\$0.00
	Subtotal	\$1,240.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

			Approved 2017-2018	Requested 2018-2019
003-0541-451-4242	POSTAGE	Add Item Note	\$550.00	\$0.00
	Subtotal		\$550.00	\$0.00
003-0541-451-4243	SUPPLIES	Add Item Note	\$6,838.00	\$0.00
	Subtotal		\$6,838.00	\$0.00
003-0541-451-4249	PUBLICITY	Add Item Note	\$250.00	\$0.00
	Subtotal		\$250.00	\$0.00
003-0541-451-4251	BUS TRANSPORTATION - SUMMER CAMP	Add Item Note	\$32,562.00	\$0.00
003-0541-451-4251	MIDDLE SCHOOL DANCES	Add Item Note	\$2,000.00	\$0.00
003-0541-451-4251	TEEN PROGRAMS	Add Item Note	\$2,000.00	\$0.00
	Subtotal		\$36,562.00	\$0.00
	Services & Supplies Total		\$44,200.00	\$0.00
	Teen Programs Total - Before Reallocation		\$313,246.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Teen Programs Total	\$313,246.00	\$0.00

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Detail Line Item Report

Budget Home

SPECIAL RECREATION

[PARKS & RECREATION](#) - Youth Camps
0534-451

Account: 003-

No Division
Notes

Add Division
Note

Revenue Add Revenue

Approved
2017-2018

Requested
2018-2019

Revenue Total **\$0.00**

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

Approved
2017-2018

Requested
2018-2019

Capital Outlay Total **\$0.00** **\$0.00**

Add Exception Request **Employee Services** Add Line Item

Approved
2017-2018

Requested
2018-2019

003-0534-451-4110 PERMANENT SALARIES Add Item Note \$83,300.00 \$0.00

Subtotal **\$83,300.00** **\$0.00**

003-0534-451-4111 PART TIME SALARIES Add Item Note \$98,019.00 \$0.00

003-0534-451-4111 PART TIME STAFF AFTERSCHOOL PROGRAM Add Item Note \$32,144.00 \$0.00

Subtotal **\$130,163.00** **\$0.00**

003-0534-451-4112 OVERTIME Add Item Note \$2,050.00 \$0.00

Subtotal **\$2,050.00** **\$0.00**

003-0534-451-4120 FRINGE BENEFITS (F/T Salaries) Add Item Note \$46,300.00 \$0.00

003-0534-451-4120 FRINGE BENEFITS (P/T Salaries) Add Item Note \$13,029.00 \$0.00

Subtotal **\$59,329.00** **\$0.00**

Employee Services Total **\$274,842.00** **\$0.00**

Add Exception Request **Internal Services** Add Line Item

Approved
2017-2018

Requested
2018-2019

003-0534-451-4520 COMPENSATED ABSENCES Add Item Note \$1,240.00 \$0.00

Subtotal **\$1,240.00** **\$0.00**

Add Exception Request **Services and Supplies** Add Line Item

			Approved 2017-2018	Requested 2018-2019
003-0534-451-4242	POSTAGE	Add Item Note	\$250.00	\$0.00
	Subtotal		\$250.00	\$0.00
003-0534-451-4243	SUPPLIES	Add Item Note	\$10,605.00	\$0.00
	Subtotal		\$10,605.00	\$0.00
003-0534-451-4251	CONTRACTUAL SERVICES	Add Item Note	\$84,511.00	\$0.00
	Subtotal		\$84,511.00	\$0.00
	Services & Supplies Total		\$95,366.00	\$0.00
	Youth Camps Total - Before Reallocation		\$371,448.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Youth Camps Total	\$371,448.00	\$0.00

Budget Home

Detail Line Item Report

Budget Home

SPECIAL RECREATION

[PARKS & RECREATION](#) - Youth Contract Classes
Account: 003-0538-451

No Division
Notes

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0538-451-4110	FULL-TIME SALARIES Add Item Note	\$41,700.00	\$0.00
	Subtotal	\$41,700.00	\$0.00
003-0538-451-4120	FRINGE BENEFITS (F/T SALARIES) Add Item Note	\$23,050.00	\$0.00
	Subtotal	\$23,050.00	\$0.00
	Employee Services Total	\$64,750.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0538-451-4520	COMPENSATED ABSENCES Add Item Note	\$620.00	\$0.00
	Subtotal	\$620.00	\$0.00
	Internal Services Total	\$620.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

		Approved 2017-2018	Requested 2018-2019
003-0538-451-4243	SUPPLIES Add Item Note	\$1,250.00	\$0.00
	Subtotal	\$1,250.00	\$0.00
003-0538-451-4251	CONTRACTUAL SERVICES Add Item Note	\$212,850.00	\$0.00

Subtotal	\$212,850.00	\$0.00
Services & Supplies Total	\$214,100.00	\$0.00
Youth Contract Classes Total - Before Reallocation	\$279,470.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00
Youth Contract Classes Total	\$279,470.00	\$0.00

[Budget Home](#)

ATTACHMENT E
3. Parks Maintenance

Detail Line Item Report

Budget Home

GENERAL FUND

[PARKS & RECREATION](#) - Parks Maintenance
001-0520-452

Account:

Division Notes
(40)

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Capital Outlay Total	\$0.00	\$0.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
001-0520-452-4110*	ON-CALL AND OTHER STAND-BY PAYS <small>Add Item Note</small>	\$5,000.00	\$0.00
001-0520-452-4110	PERMANENT SALARIES <small>Add Item Note</small>	\$1,487,000.00	\$0.00
	Subtotal	\$1,492,000.00	\$0.00
001-0520-452-4111*	PART TIME SALARIES <small>Edit Item Note</small>	\$72,200.00	\$0.00
	Subtotal	\$72,200.00	\$0.00
001-0520-452-4112*	4TH OF JULY OVERTIME -- PARKS CREWS <small>Edit Item Note</small>	\$3,300.00	\$0.00
001-0520-452-4112	OVERTIME <small>Edit Item Note</small>	\$47,250.00	\$0.00
	Subtotal	\$50,550.00	\$0.00
001-0520-452-4120	FRINGE BENEFITS <small>Add Item Note</small>	\$821,550.00	\$0.00
001-0520-452-4120	FRINGE BENEFITS (P/T SALARIES) <small>Edit Item Note</small>	\$22,838.00	\$0.00
	Subtotal	\$844,388.00	\$0.00
	Employee Services Total	\$2,459,138.00	\$0.00

Add Exception Request **Internal Services** Add Line Item

	Approved 2017-2018	Requested 2018-2019	
001-0520-452-4520	COMPENSATED ABSENCES <small>Add Item Note</small>	\$22,000.00	\$0.00

		Subtotal	\$22,000.00	\$0.00
001-0520-452-4544	VEHICLE REPLACEMENT <small>Add Item Note</small>		\$295,821.00	\$0.00
		Subtotal	\$295,821.00	\$0.00
001-0520-452-4556	EQUIPMENT REPLACEMENT <small>Add Item Note</small>		\$258,545.00	\$0.00
		Subtotal	\$258,545.00	\$0.00
001-0520-452-4569	BUILDING MAINTENANCE (Corp Yard) <small>Add Item Note</small>		\$147,528.00	\$0.00
		Subtotal	\$147,528.00	\$0.00
	Internal Services Total		\$723,894.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

		Approved 2017-2018	Requested 2018-2019
001-0520-452-4240	REFURBISHING OF CORPORATION YARD OFFICE AREAS <small>Add Item Note</small>	\$7,500.00	\$0.00
001-0520-452-4240*	SPECIAL SUPPLIES - BOOTS, PANTS, UNIFORMS <small>Add Item Note</small>	\$6,300.00	\$0.00
	Subtotal	\$13,800.00	\$0.00
001-0520-452-4241*	COPY EXPENSE <small>Add Item Note</small>	\$300.00	\$0.00
	Subtotal	\$300.00	\$0.00
001-0520-452-4242	POSTAGE EXPENSE <small>Add Item Note</small>	\$200.00	\$0.00
	Subtotal	\$200.00	\$0.00
001-0520-452-4243*	OFFICE SUPPLIES, MISCELLANEOUS <small>Edit Item Note</small>	\$7,190.00	\$0.00
	Subtotal	\$7,190.00	\$0.00
001-0520-452-4245*	TOOLS AND EQUIPMENT, MISCELLANEOUS <small>Add Item Note</small>	\$12,100.00	\$0.00
001-0520-452-4245*	TOOLS, WORK PROGRAM <small>Add Item Note</small>	\$3,000.00	\$0.00
	Subtotal	\$15,100.00	\$0.00
001-0520-452-4246*	AGRICULTURE SUPPLIES - CHEMICALS & FERTILIZERS <small>Edit Item Note</small>	\$62,540.00	\$0.00
001-0520-452-4246*	DOG BAGS/ SUPPLIES <small>Add Item Note</small>	\$6,000.00	\$0.00
001-0520-452-4246*	ELECTRICAL SUPPLIES & REPAIRS <small>Add Item Note</small>	\$5,500.00	\$0.00
001-0520-452-4246*	FENCING <small>Edit Item Note</small>	\$12,000.00	\$0.00
001-0520-452-4246*	HARDWARE & MISC. MATERIALS INCL. SIGNS <small>Add Item Note</small>	\$15,680.00	\$0.00
001-0520-		\$3,000.00	\$0.00

452-4246	HOLIDAY DECORATIONS	Edit Item Note		
001-0520-452-4246*	IRRIGATION SUPPLIES & REPAIRS	Add Item Note	\$27,060.00	\$0.00
001-0520-452-4246*	JANITORIAL SUPPLIES FOR PARK RESTROOMS	Add Item Note	\$50,430.00	\$0.00
001-0520-452-4246*	LEEVE MAINTENANCE (Repairs, Erosion Control)	Add Item Note	\$12,800.00	\$0.00
001-0520-452-4246*	PAINT & CHALK - LINING FIELDS	Edit Item Note	\$3,600.00	\$0.00
001-0520-452-4246*	PLANT MATERIALS REPLACEMENT/SEEDS/AMENDMENTS	Add Item Note	\$20,090.00	\$0.00
001-0520-452-4246*	PLANTS/SUPPLIES FOR PARKS, CUL-DE-SACS AND MEDIANS	Add Item Note	\$12,000.00	\$0.00
001-0520-452-4246*	PLAY EQUIPMENT MAINT. PARTS - NETS, GOAL REPAIRS	Edit Item Note	\$6,000.00	\$0.00
001-0520-452-4246*	SAFETY EQUIPMENT - (Gloves, Coverings, etc.)	Add Item Note	\$10,455.00	\$0.00
001-0520-452-4246	SEA CLOUD PARK MAINTENANCE SUPPLIES	Edit Item Note	\$15,375.00	\$0.00
001-0520-452-4246*	SOIL/CONCRETE/BARK/PLAYGROUND	Add Item Note	\$51,250.00	\$0.00
001-0520-452-4246*	TENNIS & BALLFIELD WINDSCREENS	Edit Item Note	\$3,075.00	\$0.00
001-0520-452-4246*	TRASH CONTAINERS	Edit Item Note	\$3,000.00	\$0.00
001-0520-452-4246*	VANDALISM REPAIR	Add Item Note	\$15,000.00	\$0.00
	Subtotal		\$334,855.00	\$0.00
001-0520-452-4247*	RENTAL OF SPECIAL EQUIPMENT	Edit Item Note	\$2,500.00	\$0.00
	Subtotal		\$2,500.00	\$0.00
001-0520-452-4248*	COMMUNICATION EQUIPMENT (Pagers, Phones, Radios)	Add Item Note	\$1,450.00	\$0.00
001-0520-452-4248*	ELECTRICITY	Edit Item Note	\$54,800.00	\$0.00
001-0520-452-4248*	METERS/WATER/WASTEWATER	Edit Item Note	\$738,000.00	\$0.00
	Subtotal		\$794,250.00	\$0.00
001-0520-452-4251*	CANADIAN GEESE CONTROL - PARKS	Edit Item Note	\$25,625.00	\$0.00
001-0520-452-4251*	ELECTRICAL SERVICES & LIGHTS MAINTENANCE	Add Item Note	\$23,575.00	\$0.00
001-0520-452-4251*	FENCE MAINTENANCE CONTRACT	Add Item Note	\$4,000.00	\$0.00
001-0520-452-4251*	IRRIGATION & PLUMBING SERVICES	Add Item Note	\$10,150.00	\$0.00

001-0520-452-4251	LANDSCAPING - SEA CLOUD PARKING LOT Note	Add Item	\$20,000.00	\$0.00
001-0520-452-4251*	MEDIAN MAINTENANCE CONTRACT	Edit Item Note	\$200,000.00	\$0.00
001-0520-452-4251*	PARK LIGHTING INFRASTRUCTURE IMPROVEMENTS	Edit Item Note	\$15,000.00	\$0.00
001-0520-452-4251*	PARKS LIGHTING - LED	Add Item Note	\$20,000.00	\$0.00
001-0520-452-4251	PARKS MAINTENANCE CONTRACTUAL SERVICES	Edit Item Note	\$110,000.00	\$0.00
001-0520-452-4251*	PLANTS/SUPPLIES FOR PARKS, CUL-DE-SACS AND MEDIANS	Add Item Note	\$16,500.00	\$0.00
001-0520-452-4251	PLAYGROUND FENCING	Add Item Note	\$48,000.00	\$0.00
001-0520-452-4251*	PORT-O-LET RENTAL SERVICES	Add Item Note	\$5,000.00	\$0.00
001-0520-452-4251*	SEMI-ANNUAL SYNTHETIC FIELD MAINTENANCE	Edit Item Note	\$30,750.00	\$0.00
001-0520-452-4251*	TREE MAINTENANCE - DISEASE PREVENTION	Add Item Note	\$25,625.00	\$0.00
001-0520-452-4251*	TREE MAINTENANCE - MEDIANS & CUL-DE-SACS	Add Item Note	\$35,875.00	\$0.00
001-0520-452-4251*	TREE MAINTENANCE - PARKS	Add Item Note	\$39,975.00	\$0.00
Subtotal			\$630,075.00	\$0.00
001-0520-452-4253	PARKS MAINTENANCE PROFESSIONAL DUES & MEMBERSHIPS	Add Item Note	\$600.00	\$0.00
Subtotal			\$600.00	\$0.00
001-0520-452-4254*	DIVISION RETREAT	Add Item Note	\$700.00	\$0.00
Subtotal			\$700.00	\$0.00
001-0520-452-4255	CERT/TRAIN/RENEW-DMV,SWP,QAC/PCA, ISA, CPSI,BKFLOW	Edit Item Note	\$2,500.00	\$0.00
001-0520-452-4255	MAINTENANCE WORKERS TRAINING	Add Item Note	\$1,700.00	\$0.00
001-0520-452-4255	PARK MANAGER PROFESSIONAL TRAINING	Add Item Note	\$2,000.00	\$0.00
Subtotal			\$6,200.00	\$0.00
Services & Supplies Total			\$1,805,770.00	\$0.00
Parks Maintenance Total - Before Reallocation			\$4,988,802.00	\$0.00

Add Exception Request **Reallocation** Add Line Item

	Approved 2017-2018	Requested 2018-2019
Reallocation Total	\$0.00	\$0.00

Budget Home

ATTACHMENT E

4. Building Maintenance Budget

Detail Line Item Report

Budget Home

BUILDING MAINTENANCE

[PARKS & RECREATION](#) - Building Maintenance
505-0550-419

Account:

Division Notes
(6)

Add Division
Note

Revenue Add Revenue

	Approved 2017-2018	Requested 2018-2019
Revenue Total		\$0.00

Expenditures

Add Exception Request **Capital Outlay** Add Line Item

		Approved 2017-2018	Requested 2018-2019
505-0550-419-4385	BUILDING CONTINGENCY Add Item Note	\$50,000.00	\$50,000.00
505-0550-419-4385	BUILDING CONTINGENCY - REC CENTER ROOF Add Item Note	\$100,000.00	\$100,000.00
505-0550-419-4385	CITY HALL CONFERENCE ROOM FURNITURE Add Item Note	\$7,500.00	\$7,500.00
505-0550-419-4385	ITEMS TO BE REPLACED Add Item Note	\$153,000.00	\$0.00
505-0550-419-4385	SECURITY CAMERA - COURTYARD Add Item Note	\$30,000.00	\$0.00
	Subtotal	\$340,500.00	\$157,500.00
	Capital Outlay Total	\$340,500.00	\$157,500.00

Add Exception Request **Employee Services** Add Line Item

		Approved 2017-2018	Requested 2018-2019
505-0550-419-4110	PERMANENT SALARIES Add Item Note	\$366,200.00	\$0.00
	Subtotal	\$366,200.00	\$0.00
505-0550-419-4112	OVERTIME Add Item Note	\$5,000.00	\$5,000.00
	Subtotal	\$5,000.00	\$5,000.00
505-0550-419-4120	FRINGE BENEFITS Add Item Note	\$202,450.00	\$0.00
	Subtotal	\$202,450.00	\$0.00
	Employee Services Total	\$573,650.00	\$5,000.00

Add Exception Request **Internal Services** Add Line Item

Approved	Requested
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		2017-2018	2018-2019
505-0550-419-4520	COMPENSATED ABSENCES <small>Add Item Note</small>	\$5,410.00	\$0.00
	Subtotal	\$5,410.00	\$0.00
505-0550-419-4544	VEHICLE REPLACEMENT <small>Add Item Note</small>	\$35,003.00	\$0.00
	Subtotal	\$35,003.00	\$0.00
505-0550-419-4556	EQUIPMENT REPLACEMENT <small>Add Item Note</small>	\$46,127.00	\$0.00
	Subtotal	\$46,127.00	\$0.00
505-0550-419-4557	INFORMATION TECHNOLOGY SERVICES <small>Add Item Note</small>	\$29,475.00	\$0.00
	Subtotal	\$29,475.00	\$0.00
	Internal Services Total	\$116,015.00	\$0.00

Add Exception Request **Services and Supplies** Add Line Item

		Approved 2017-2018	Requested 2018-2019
505-0550-419-4243	DEPARTMENT SUPPLIES <small>Add Item Note</small>	\$5,840.00	\$5,900.00
	Subtotal	\$5,840.00	\$5,900.00
505-0550-419-4246	BLDG. MATERIAL - LUMBER, HARDWARE, PAINT, ETC. <small>Add Item Note</small>	\$30,000.00	\$30,000.00
505-0550-419-4246	CARPET/WINDOW MAINTENANCE <small>Add Item Note</small>	\$14,000.00	\$14,000.00
505-0550-419-4246	ELECTRICAL SUPPLIES AND REPAIRS <small>Add Item Note</small>	\$5,000.00	\$5,000.00
505-0550-419-4246	FIRE DEPARTMENT AUTOMATIC DOOR MAINTENANCE <small>Add Item Note</small>	\$12,500.00	\$12,500.00
505-0550-419-4246	FIRE TRAINING TOWER ANNUAL MAINTENANCE <small>Add Item Note</small>	\$10,000.00	\$10,000.00
505-0550-419-4246	GOVERNMENT CENTER MAINTENANCE <small>Add Item Note</small>	\$58,000.00	\$58,000.00
505-0550-419-4246	HVAC REPAIR AND MAINTENANCE <small>Add Item Note</small>	\$27,500.00	\$27,500.00
505-0550-419-4246	JANITORIAL SUPPLIES <small>Add Item Note</small>	\$40,000.00	\$40,000.00
505-0550-419-4246	LOCKS AND KEYS <small>Add Item Note</small>	\$3,000.00	\$3,000.00
505-0550-419-4246	PEST CONTROL FOR CITY BUILDINGS <small>Add Item Note</small>	\$8,700.00	\$9,600.00
505-0550-419-4246	PLUMBING SUPPLIES <small>Add Item Note</small>	\$2,000.00	\$2,000.00
505-0550-419-4246	SECURITY CAMERA MAINTENANCE <small>Add Item Note</small>	\$3,000.00	\$3,000.00

419-4246	STANDBY GENERATORS REPAIR	Add Item Note	\$20,200.00	\$20,200.00
505-0550-419-4246	SUSTAINABILITY PROJECTS	Add Item Note	\$10,000.00	\$10,000.00
505-0550-419-4246	VANDALISM REPAIRS	Add Item Note	\$1,000.00	\$1,000.00
Subtotal			\$244,900.00	\$245,800.00
505-0550-419-4248	UTILITIES FOR ALL CITY FACILITIES	Add Item Note	\$462,000.00	\$462,000.00
Subtotal			\$462,000.00	\$462,000.00
505-0550-419-4251	DISPOSAL OF HAZARDOUS MATERIALS	Add Item Note	\$4,600.00	\$4,600.00
505-0550-419-4251	ELEVATOR MAINTENANCE CONTRACT	Add Item Note	\$5,750.00	\$5,750.00
505-0550-419-4251	ELEVATOR SMOKE GUARD MAINTENANCE	Add Item Note	\$8,600.00	\$8,600.00
505-0550-419-4251	FIRE EXTINGUISHER MAINTENANCE	Add Item Note	\$4,100.00	\$4,200.00
505-0550-419-4251	FIRE PROTECTION SYSTEM	Add Item Note	\$12,700.00	\$12,700.00
505-0550-419-4251	GOVERNMENT CENTER MAINTENANCE AND BUILDING REPAIRS	Add Item Note	\$34,600.00	\$34,600.00
505-0550-419-4251	JANITORIAL SERVICES - CITYWIDE	Add Item Note	\$250,000.00	\$250,000.00
505-0550-419-4251	SOLAR MAINTENANCE	Add Item Note	\$20,000.00	\$20,000.00
505-0550-419-4251	TEST/REPAIR/REPLACE BUILDING BACKFLOW SYSTEMS	Add Item Note	\$15,000.00	\$15,000.00
Subtotal			\$355,350.00	\$355,450.00
505-0550-419-4254	MAINTENANCE MANAGEMENT SEMINAR	Add Item Note	\$2,000.00	\$2,000.00
Subtotal			\$2,000.00	\$2,000.00
505-0550-419-4255	HVAC INSPECTION	Add Item Note	\$750.00	\$750.00
Subtotal			\$750.00	\$750.00
Services & Supplies Total			\$1,070,840.00	\$1,071,900.00
Building Maintenance Total - Before Reallocation			\$2,101,005.00	\$1,234,400.00

Add Exception Request **Reallocation** Add Line Item

		Approved 2017-2018	Requested 2018-2019
505-0550-419-4463	INDIRECT COST ALLOCATION	Add Item Note	
		\$314,669.00	\$0.00
	Subtotal	\$314,669.00	\$0.00
	Reallocation Total	\$314,669.00	\$0.00

Budget Home

ATTACHMENT E

5. Building Maintenance Allocation

City of Foster City
Building Maintenance Division
Internal Service Charges Allocations to Facilities and Departments
For the Year Ended June 30, 2018

Total Operating Costs		\$ 2,284,624	<-- This amount agrees to the line item detail in the budget (attachec			
less Contingency		\$ (50,000)				
add Contingency used from 16-17		\$ 50,000				
less Capital Outlay		\$ (210,500)				
Net Operating Costs to Allocate		\$ 2,074,124				
	Facility	SQ FT	% Of total sq. ft.	Net Operating Costs to Allocate	Bldg Replacement cost	Annual Cost
A	City Hall (see breakdown below)	23,589	13.4%	\$278,202	\$20,233	\$298,435
B	Recreation Division Recreation Center 26,500 sq ft Senior Wing 5,286 sq ft Teen Center 9,565 sq ft Community Center 9,942 sq ft	51,293	29.2%	\$604,935	\$79,746	\$684,681
C	Corporation Yard (see breakdown below)	32,390	18.4%	\$381,998	\$31,791	\$413,789
D	Police	13,903	7.9%	\$163,968	\$29,746	\$193,714
E	Fire	25,119	14.3%	\$296,246	\$21,545	\$317,791
F	Library	24,208	13.8%	\$285,502	\$30,029	\$315,531
G	Council Chambers (see breakdown below)	5,365	3.1%	\$63,273	\$4,602	\$67,875
	TOTALS	175,867	100%	\$ 2,074,124	\$217,692	\$2,291,816

Percentage Formula: The square footage of each entity divided by the total square footage (175,867).

SQ FT Cost Formula: Net operating costs to allocate (see above) multiplied by the percentage of each entity.

CITY HALL – breakdown by department

	Entity	SQ FT	Pct	SQ FT cost	Bldm rplc	Annual
1	Finance	3,665	15.5%	\$43,224	\$3,144	\$46,368
	Administration		20.0%	\$8,645	\$629	\$9,274
	General Accounting		40.0%	\$17,290	\$1,257	\$18,547
	Utility		30.0%	\$12,967	\$943	\$13,910
	Tax Administration		10.0%	\$4,322	\$314	\$4,637
2	CDD	4,626	19.6%	\$54,558	\$3,968	\$58,526
	Planning Administration		50.0%	\$27,279	\$1,984	\$29,263
	Building		50.0%	\$27,279	\$1,984	\$29,263
3	Human Resources	2,469	10.5%	\$29,119	\$2,118	\$31,236
4	City Clerk	2,783	11.8%	\$32,822	\$2,387	\$35,209
5	City Mgr/City Atty	4,036	17.1%	\$47,599	\$3,462	\$51,061
6	City Council	1,973	8.4%	\$23,269	\$1,692	\$24,961
7	PW Engineering	3,160	13.4%	\$37,268	\$2,710	\$39,979
8	Fire Administration	877	3.7%	\$10,343	\$752	\$11,095
	TOTAL City Hall	23,589	100.0%	\$278,202	\$20,233	\$ 298,435

CORPORATION YARD – breakdown by department

	Entity	SQ FT	Pct	SQ FT cost	Bldm rplc	Annual
1	Parks Maintenance	11,548	35.7%	\$136,194	\$11,334	\$147,528
2	Public Works -- Water	6,947	21.4%	\$81,931	\$6,819	\$88,749
3	Public Works -- Sewer	6,947	21.4%	\$81,931	\$6,819	\$88,749
4	Public Works - GF	6,948	21.5%	\$81,943	\$6,819	\$88,762
	Lagoons		50.0%	\$40,971	\$3,410	\$44,381
	Streets		50.0%	\$40,971	\$3,410	\$44,381
	TOTAL Corporation Yard	32,390	100.0%	\$381,998	\$31,791	\$413,789

COUNCIL CHAMBERS – breakdown by department

	Entity	SQ FT	Pct	SQ FT cost	Bldm rplc	Annual
1	Communications/Clerk - FCTV	675	12.6%	\$7,961	\$579	\$8,540
2	City Council	4,690	87.4%	\$55,312	\$4,023	\$59,335
	TOTAL Council Chambers	5,365	100.0%	\$63,273	\$4,602	\$67,875

ATTACHMENT E

6. 5-Year Capital Improvement Program

FIVE YEAR CAPITAL IMPROVEMENT PROJECT PLAN (FISCAL YEAR 2016-17 TO 2020-21)

Category	NO.	PROJECT NAME	Funding Source*	TOTAL - Not Including Prior Years	2016-17	2017-18	2018-19	2019-20	2020-21
WATER PROJECTS									
A	W-1	(NEW CIP) WATER SYSTEM IMPROVEMENTS (2018-2019)	CW	\$500,000	\$0	\$0	\$500,000	\$0	\$0
A	W-2	(NEW CIP) WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (2016-2017)	CW	\$250,000	\$250,000	\$0	\$0	\$0	\$0
B	W-3	(NEW CIP) SEISMIC IMPROVEMENTS AT WATER BOOSTER PUMP STATION (2018-2019)	CW	\$70,000	\$0	\$0	\$70,000	\$0	\$0
B	W-4	(NEW CIP) SEISMIC IMPROVEMENTS AT WATER TANKS 1, 2, AND 3 (2018-2019)	CW	\$300,000	\$0	\$0	\$300,000	\$0	\$0
B	W-5	(NEW CIP) REMOVE AND RECOAT WATER TANKS 1, 2 AND 3 (2016-2017)	CW	\$2,450,000	\$50,000	\$2,400,000	\$0	\$0	\$0
TOTAL WATER PROJECTS			5	\$3,570,000	\$300,000	\$2,400,000	\$870,000	\$0	\$0
WASTEWATER PROJECTS									
A	WW-1	(NEW CIP) SANITARY SEWER LIFT STATION IMPROVEMENTS – PHASE 6 (2019-2020)	CWW	\$6,000,000	\$0	\$0	\$0	\$500,000	\$5,500,000
A	WW-2	(NEW CIP) SANITARY SEWER SYSTEM IMPROVEMENTS (2020-2021)	CWW	\$500,000	\$0	\$0	\$0	\$0	\$500,000
A	WW-3	(CIP 652) WASTEWATER TREATMENT PLANT MASTER PLAN IMPROVEMENTS (2015-2016)	BF/SRF	\$96,871,000	\$10,899,000	\$13,513,000	\$23,477,000	\$26,027,000	\$22,955,000
A	WW-4	(NEW CIP) SANITARY SEWER FORCE MAIN REHABILITATION (2016-2017)	CWW	\$750,000	\$750,000	\$0	\$0	\$0	\$0
A	WW-5	(NEW CIP) WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (2016-2017)	CWW	\$250,000	\$250,000	\$0	\$0	\$0	\$0
TOTAL WASTEWATER COLLECTION SYSTEM PROJECTS			5	\$104,371,000	\$11,899,000	\$13,513,000	\$23,477,000	\$26,527,000	\$28,955,000
STREETS/TRAFFIC PROJECTS									
A	ST-1	(NEW CIP) STREET REHABILITATION (2016-2017)	MA/MM/GT	\$1,350,000	\$1,350,000	\$0	\$0	\$0	\$0
A	ST-2	(NEW CIP) STREET REHABILITATION (2017-2018)	MA/MM/GT	\$1,350,000	\$0	\$1,350,000	\$0	\$0	\$0
A	ST-3	(NEW CIP) STREET REHABILITATION (2018-2019)	MA/MM/GT	\$1,350,000	\$0	\$0	\$1,350,000	\$0	\$0
A	ST-4	(NEW CIP) STREET REHABILITATION (2019-2020)	GT/MM	\$1,350,000	\$0	\$0	\$0	\$1,350,000	\$0
A	ST-5	(NEW CIP) STREET REHABILITATION (2020-2021)	MA/MM/GT	\$1,350,000	\$0	\$0	\$0	\$0	\$1,350,000
A	ST-6	(NEW CIP) COMPREHENSIVE CITYWIDE TRAFFIC STUDY (2016-2017)	MA	\$325,000	\$325,000	\$0	\$0	\$0	\$0
A	ST-7	(NEW CIP) SIDEWALK INSTALLATION ADJACENT TO BRIDGEVIEW PARK ENTRANCE (2016-2017)	MA	\$140,000	\$140,000	\$0	\$0	\$0	\$0
B	ST-8	(NEW CIP) REHABILITATION OF CROSSWALK PAVERS ON CHESS DRIVE (2016-2017)	MA	\$180,000	\$180,000	\$0	\$0	\$0	\$0
B	ST-9	(NEW CIP) ROAD IMPROVEMENTS AT METRO CENTER BOULEVARD AND SR 92 ON-RAMP (2016-2017)	MA	\$25,000	\$25,000	\$0	\$0	\$0	\$0
TOTAL STREETS/TRAFFIC PROJECTS			9	\$7,420,000	\$2,020,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000
STORMWATER/LAGOON PROJECTS									
B	SW-1	(NEW CIP) SEISMIC IMPROVEMENTS AT LAGOON PUMP STATION (2018-2019)	CC	\$140,000	\$0	\$0	\$140,000	\$0	\$0
B	SW-2	(NEW CIP) UNDERWATER BRIDGE SUPPORT STRUCTURES INSPECTION AND REPAIR PROJECT (2020-2021)	CC	\$250,000	\$0	\$0	\$0	\$0	\$250,000
TOTAL STORMWATER/LAGOON PROJECTS			2	\$390,000	\$0	\$0	\$140,000	\$0	\$250,000
PARKS PROJECTS									
C	P-1	(NEW CIP) SOCCER FIELDS S1, S2 AND B1 BASEBALL FIELD SYNTHETIC TURF INSTALLATION – SEA CLOUD PARK & SYNTHETIC TURF REPLACEMENT – CATAMARAN PARK (2016-2017)	CC/PIL	\$3,475,000	\$3,475,000	\$0	\$0	\$0	\$0
C	P-2	(NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2017-2018)	CC	\$1,155,000	\$0	\$1,155,000	\$0	\$0	\$0
C	P-3	(NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2018-2019)	CC/PIL	\$1,335,000	\$0	\$0	\$1,335,000	\$0	\$0
C	P-4	(NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2019-2020)	CC	\$1,120,000	\$0	\$0	\$0	\$1,120,000	\$0
C	P-5	(NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2020-2021)	CC/PIL	\$1,075,000	\$0	\$0	\$0	\$0	\$1,075,000
C	P-6	(NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (Tennis Court) (2020-2021)	CC	\$200,000	\$0	\$0	\$0	\$0	\$200,000
TOTAL PARKS PROJECTS			6	\$8,360,000	\$3,475,000	\$1,155,000	\$1,335,000	\$1,120,000	\$1,275,000
LEVEE PROJECTS									
A	L-1	(CIP 657) LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT - (2015-2016)	CC/BF	\$6,500,000	\$2,500,000	\$4,000,000	\$0	\$0	\$0
TOTAL LEVEE PROJECTS			1	\$6,500,000	\$2,500,000	\$4,000,000	\$0	\$0	\$0
BUILDING PROJECTS									
B	B-1	(NEW CIP) CORPORATION YARD FACILITY IMPROVEMENTS (2016-2017)	CC/CW/CWW	\$443,500	\$240,757	\$202,743	\$0	\$0	\$0
TOTAL BUILDING PROJECTS			1	\$443,500	\$240,757	\$202,743	\$0	\$0	\$0
GRAND TOTAL			29	\$131,054,500	\$20,434,757	\$22,620,743	\$27,172,000	\$28,997,000	\$31,830,000

* CC=CIP City; DD = Developer Deposits; GT=Gas Tax (2103); MA=Measure A; MM=Measure M; PG = Private Grants (Foster City Foundation); PIL=Park-in-Lieu; CW=CIP Water; CWW=CIP Wastewater; BF=Bond Financing; SRF=State Revolving Fund

ATTACHMENT F

**SAMPLE AGREEMENT FOR
PROFESSIONAL SERVICES**

PROFESSIONAL SERVICES AGREEMENT
FOR
[ENTER PROJECT TITLE]

This Agreement is made and entered into as of the _____ day of _____, 2017 by and between the Estero Municipal Improvement District hereinafter called "DISTRICT" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT 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, DISTRICT 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 DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT 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 _____ (\$ _____) 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 DISTRICT's Manager (for contracts less than \$30,000) or DISTRICT Board (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, 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 DISTRICT 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 DISTRICT's Manager (for contracts less than \$30,000) or DISTRICT Board (for contracts \$30,000 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 DISTRICT 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 DISTRICT 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 DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT 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 DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT 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 DISTRICT of DISTRICT'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 DISTRICT 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 DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT'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 DISTRICT 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 DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT 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 DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT 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 DISTRICT 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 DISTRICT'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 DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT 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 DISTRICT.

DISTRICT 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 DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT 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 DISTRICT 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 DISTRICT setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Estero Municipal Improvement District
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: [REDACTED]

CONSULTANT: [REDACTED]
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager 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.

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

Dated: _____

Kevin M. Miller, District Manager
(for contracts less than \$30,000)
[REMOVE signature line if \$30,000 or more]

Dated: _____

Charlie Bronitsky, President
(for contracts \$30,000 or more)
[REMOVE signature line if less than \$30,000]

ATTEST:

Dated: _____

Priscilla Tam, District Secretary

APPROVED AS TO FORM

Dated: _____

Jean Savaree, District Legal Counsel

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A
SCOPE OF WORK AND SCHEDULE
FOR
[ENTER PROJECT TITLE]

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:** _____



DATE: December 18, 2017

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Kevin M. Miller, City/District Manager

FROM: Ann Ritzma, Human Resources Director

SUBJECT: EMPLOYEE HOME RENTAL ASSISTANCE PROGRAMS

RECOMMENDATION

It is recommended that the City Council of the City of Foster City/Board of Directors of the Estero Municipal Improvement District (City Council) adopt resolutions:

1. Approving the criteria for the Employee Rental Assistance Program and authorizing \$60,000 in funding for the program; and
2. Directing City staff to prepare program documents and agreements to implement the Employee Rental Assistance Program to attract and retain City workforce talent.

EXECUTIVE SUMMARY

The City Council requested that this item be tabled from the September 18, 2017 and the November 6, 2017 City Council regular meetings to allow for full City Council discussion.

In June 2017, the City Council approved \$2.0 million in funding for an Employee Home Loan Program and \$60,000 for an Employee Rental Assistance Program. City staff was directed to develop the Employee Home Loan and Rental Assistance Programs as a tool to attract and retain City workforce talent. The home loan program was deferred at the November 6, 2017 meeting and City staff was directed to return with a \$60,000 rental assistance program. The rental assistance program provides City employees who move to a rental property (home, apartment or condominium) in Foster City with a loan of up to \$6,000 for the costs associated with the payment of the first, last, and

security deposit for the unit. This assistance would be provided in the form of a loan/promissory note that would be forgiven over three (3) years if the employee continues to work and live in the City for three (3) years.

BACKGROUND

In FY 2016-2017, as part of labor negotiations, three of the City's labor units discussed the relationship that affordable housing and long commutes had on employee compensation, work/life balance, and attracting and retaining the next generation of Foster City employees. As part of the interest based negotiations, the City and the City's employees agreed to look at housing programs that would address housing affordability, an employee's ability to live in Foster City, and would provide incentives for the next generation of employees to work for Foster City.

The City of Foster City's Rental Assistance Program recognizes that the increasing cost of housing in San Mateo County and the City of Foster City make it difficult for employees and their families to live in the community they serve, as well as for the City to have employees that are in close proximity to respond to after-hours emergencies. The rental program is designed to encourage new employees to rent housing in Foster City. The benefit to the employee is the ability to relocate to housing in Foster City, be a member of the community they serve and eliminate the environmental and the physical/emotional impacts of a long commute. The City benefits by having an employee available in the event of an emergency and an individual that is integrated into the community. The program also provides an incentive for new employees to "stay with Foster City" for at least three (3) years in an effort to retain an increasingly mobile workforce with short term commitments.

ANALYSIS

Modeling a program after several cities (San Mateo and Pacifica) in San Mateo County that provide incentives or "signing bonuses" to attract and retain new employees, the Foster City program provides an incentive that encourages employees to live in Foster City. The rental assistance loan program would be available to either a new employee (attraction) or a current employee (retention).

Annually, the City's workforce experiences turnover due to retirements, external job promotions, family considerations, need for affordable housing, or the impact of a long commute. All of these factors require the City to attract new employees to fill the vacant positions and over the past two years, the City has filled thirty-six vacancies.

Year	Retirement	Relocation/Promotion
2016	5	6
2017	16	9

To determine why employees leave, the City conducts exit surveys. Based on the responses in the survey, many of the individuals who have left in the last two years stated they were seeking promotional opportunities with a higher salary that would allow them to stay in the Bay area or they were relocating to a more affordable area often with less of a commute.

The City currently provides employee compensation that is at or below the median when compared to other cities in San Mateo, Santa Clara or Alameda counties.

Although total compensation is at the median, the post tax salary of many of the City's positions make renting in Foster City or other neighboring communities challenging. It should be noted that the median rent in Foster City was \$2,878/month (Zillow - June 2017) and in a sample of positions it would take 40-68% of a monthly salary to pay for a one bedroom unit (post tax - assuming a 25% rate).

Unit	Position	Monthly Salary Range	Post Tax	Percent To Rent In FC
AFSCME General	Office Assistant	\$4,631 - \$5,629	\$4,222	68%
	Sr. Bldg Inspector	\$7,840 - \$9,529	\$7,146	40%
AFSCME Maintenance	Maintenance Worker	\$4,870 - \$5,920	\$4,440	65%
	Lead Maintenance Worker	\$6,030 - \$7,329	\$5,496	52%
Management Group	Management Analyst	\$5,374 - \$6,532	\$4,899	58%
	Assistant Planner	\$6,899 - \$8,385	\$6,288	46%

If employees find affordable housing, it often comes with a significant commute. The current employees commute a variety of distances to work each day:

Position	Live Less Than 20 Miles From Foster City and/or In San Mateo County	Outside Foster City (More Than 20 Miles)	Outside San Mateo County
General Staff	96	20	20
Firefighters	7	25	25
Police Officers	20	20	20
Total Fulltime Employees	123	65	65

Of the City's 188 fulltime employees, 69 live within 10 miles of Foster City and 30 of the

69 live in Foster City.

Rental Assistance Program:

Foster City has recently been identified as one of the ten most expensive rental markets in the United States. Data from Zillow (a real estate research firm) places the median one-bedroom Foster City rental at \$2,878 per month. To assist employees that want to rent and live in Foster City, the City's Employee Rental Assistance Program provides a loan of up to \$6,000 for costs associated with the first, last, and security deposit for a rental unit in Foster City. The program is available to employees moving to Foster City from another location.

- Available to any full-time, permanent employee from date of hire
- Available on a first come, first served basis (\$60,000 funding)
- One time assistance of up to \$6,000 for first, last, and security deposit for a rental unit in Foster City
- Interest on loan - prime rate (as listed in the Wall Street Journal) on the date of loan plus one percent (1%) per annum
- Terms of the note - one-third of the amount loaned, including accrued interest shall be forgiven annually by the City if the borrower is still employed on the one-year, two-year, and three-year anniversary of the execution of the note
- Verification of rental agreement with Foster City address and annual verification of occupancy of rental unit
- If the employee separates from the City at any time prior to the third anniversary of the execution of the note, the remaining loan (principal and interest) less any amount that has been forgiven, shall be and payable in full upon separation, or upon payment and terms acceptable to the City.
- The City shall issue Form 1099-C Cancellation of Debt to employees who have received rental assistance from the City forgiven during the previous calendar year. Employees may consult a tax advisor for the tax effects of rental assistance forgiveness and Form 1099-C.

Implementation:

Applications for the Rental Assistance Programs will be available through the Human Resources Department. Informational sessions for all employees on the rental program will be offered and the program will be emphasized in job recruitment announcements.

With the approval of the criteria of the Employee Rental Assistance Program, City staff will work the City Attorney to finalize the form of all loan documents (Promissory Note for Rental Assistance) and all informational material for employees.

Review and Evaluation:

Approval of individual rental assistance loans will be made upon the review and recommendation of the Finance Director and Human Resources Director, with final

approval by the City Manager. The City Council will receive quarterly status reports on the program's effectiveness in meeting the interests of the City and the City's employees. City staff will also meet annually with employee groups for additional feedback on the program.

FISCAL IMPACT

The Employee Rental Assistance Program mitigates financial risk to the City by apportioning the assistance over a three year period through a promissory note. Should an employee separate from service or relocate outside Foster City during the three year time period, the City will recover a portion of the loan as well as the accrued interest.

In recognition of the high cost of the housing market in Foster City and the desire of the City Council/Board of Directors to attract and retain the City/District's workforce talent, the Employee Rental Assistance Program provides an incentive for employees to live in Foster City and become part of the community.

The fiscal impact of the Employee Rental Assistance Program is \$60,000 (10 loans of up to \$6,000) which was approved in the FY 2017-2018.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
APPROVING THE RENTAL ASSISTANCE PROGRAM AND DIRECTING STAFF TO
PREPARE PROGRAM DOCUMENTS AND AGREEMENTS FOR IMPLEMENTATION

CITY OF FOSTER CITY

WHEREAS, in June 2017, the City Council approved \$2.0 million in funding for an Employee Home Loan program and \$60,000 for an Employee Rental Assistance program; and

WHEREAS, on November 6, 2017 the Home Loan program was deferred and staff was requested to return to Council with the \$60,000 the Employee Rental Assistance Program; and

WHEREAS, the City desires to attract and retain a qualified workforce that lives in Foster and understands that employees that live closer to where they work decreases traffic congestion and increases response times to after-hours emergencies; and

WHEREAS, the benefits to an employee include financial assistance in an increasing expensive rental market, an ability to decrease the environmental and the physical/emotional impact of a long commute and an opportunity to foster a strong commitment to the Foster City community; and

WHEREAS, the City has developed a rental assistance program for employees that relocate to Foster City in a rental unit and provides an incentive to be part of the Foster City community for three years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby:

1. Approves the Rental Assistance Programs; and
2. Directs and authorizes the City Manager to prepare program documents and agreements necessary to implement the program.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING THE EMPLOYEE RENTAL ASSISTANCE PROGRAM AND DIRECTING STAFF TO PREPARE PROGRAM DOCUMENTS AND AGREEMENTS FOR IMPLEMENTATION

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, in June 2017, the Board of Directors approved \$2.0 million in funding for an Employee Home Loan program and \$60,000 for an Employee Rental Assistance program; and

WHEREAS, on November 6, 2017 the Home Loan program was deferred and staff was requested to return to Council with the \$60,000 the Employee Rental Assistance Program; and

WHEREAS, the District desires to attract and retain a qualified workforce that lives in Foster and understands that employees that live closer to where they work decreases traffic congestion and increases response times to after-hours emergencies; and

WHEREAS, the benefits to an employee include financial assistance in an increasing expensive rental market, an ability to decrease the environmental and the physical/emotional impact of a long commute and an opportunity to foster a strong commitment to the Foster City community; and

WHEREAS, the District has developed a rental assistance program for employees that relocate to Foster City in a rental unit and provides an incentive to be part of the Foster City community for three years.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District hereby:

1. Approves the Rental Assistance Programs; and
2. Directs and authorizes the District Manager to prepare program documents and agreements necessary to implement the programs.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, PRESIDENT

ATTEST:

PRISCILLA TAM, DISTRICT SECRETARY

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/8/2017	129873	AT&T	BUSINESS PHONE LINE ACCOUNT	2,321.04
11/8/2017	129874	AUBUDON ELEMENTARY SCHOOL PTA	FC2005-2101 REIMBURSEMENT	10.00
11/8/2017	129875	AZIZ OBAIDI	POST TRAINING - AZIZ OBAIDI	228.22
11/8/2017	129876	BRANNON, VANESSA	EMPLOYEE REIMBURSEMENT - VANESSA BRANNON	43.09
11/8/2017	129877	CHRISTIAN LARSEN	FC2002-0980 REIMBURSEMENT	2,018.00
11/8/2017	129878	THE CITIES GROUP	DENTAL INSURANCE PREMIUM - NOVEMBER 2017	5,041.85
11/8/2017	129879	CITY OF BURLINGAME	TOURISM ASSESSMENT - OCTOBER 2017	8,745.60
11/8/2017	129880	CRYSTAL GUILLORY	FC2005-2244 REIMBURSEMENT	520.00
11/8/2017	129881	CSAC EXCESS INSURANCE AUTHORITY	INSURANCE AUTHORITY OCTOBER-DECEMBER 2017	2,997.00
11/8/2017	129882	DANTE HALL	EMPLOYEE REIMBURSEMENT - DANTE HALL	111.09
11/8/2017	129883	FOSTER CITY FIREFIGHTERS #2400	UNION DUES -10/1-10/31/17	4,702.50
11/8/2017	129884	FOSTER CITY FIREFIGHTERS ASSOCIATION	ASSOCIATION DUES -10/1-10/31/17	1,650.00
11/8/2017	129885	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES WATER PROGRAM	172.26
11/8/2017	129886	JORDAN CLARKE	FC2005-1139 REIMBURSEMENT	795.00
11/8/2017	129887	KI	PIROUETTE TABLE & PILLAR	1,580.14
11/8/2017	129888	LUIS NAVARRO	FC2011-1822 REIMBURSEMENT	130.00
11/8/2017	129889	LYNDSEY CASTRO	EMPLOYEE REIMBURSEMENT - LYNDSEY CASTRO	76.66
11/8/2017	129890	METLIFE-GROUP BENEFITS	GROUP#05922100 VISION	210.32
11/8/2017	129891	METRO LIGHTING DBA WESCHEM INC.	LIGHTING SUPPLIES	960.33
11/8/2017	129892	MOSS RUBBER & EQUIPMENT CORPORATION	HOSE FOR VAC-CON TRUCK	164.97
11/8/2017	129893	PACIFIC GAS & ELECTRIC COMPANY	ELECTRIC & GAS	1,535.62
11/8/2017	129894	PERS LONG-TERM CARE PROGRAM	LONG TERM CARE INSURANCE PREMIUM	116.74
11/8/2017	129895	PHIL HARRIS	FC2011-1201 REIMBURSEMENT	710.00
11/8/2017	129896	SAN MATEO COUNTY FIRE PREVENTION	TRAINING - MICHAEL SHAFFER	40.00
11/8/2017	129897	SHAFFER, MICHAEL	TRAINING - MICHAEL SHAFFER	138.03
11/8/2017	129898	SHAWN YANG	FC2014-1000 REIMBURSEMENT	244.00

Prepared Date 11/8/2017

City of Foster City, CA
Accounts Payable Check Register

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Check Date	Check Number	Vendor Name	Description	Check Amount
11/8/2017	129899	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUMS - NOVEMBER 2017	614.88
11/8/2017	129900	ALEXANDER VOLOKITIN	RESERVE OFFICE PAY	136.00
11/8/2017	129901	WORKERS.COM	PUBLIC WORKS TEMPORARY MAINTENANCE WORKERS	10,638.48
				<hr/> 46,651.82

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF NOVEMBER 8, 2017

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/15/2017	129902	ACADEMIC CHESS	INSTRUCTOR FEE - CHESS	2,711.80
11/15/2017	129903	CALIFORNIA BMW	MOTORCYCLE PARTS AND REPAIR	929.89
11/15/2017	129904	CAUGHLAN, SUZANNE	INSTRUCTOR FEE - YOGA	46.20
11/15/2017	129905	COMMUNICATION ACADEMY	INSTRUCTOR FEE - COMMAND ACADEMY	2,572.50
11/15/2017	129906	COST TREE, LLC	ANNUAL LICENSE - 2017-2018	5,000.00
11/15/2017	129907	DARREN WONG	DESIGN TREE LIGHTING FLYER	150.00
11/15/2017	129908	DELIA TSUNG	RENTAL FEE REFUND - BOOTHBAY PARK	175.00
11/15/2017	129909	EDWARDS, BERNARD	INSTRUCTOR FEE - KARATE	122.40
11/15/2017	129910	FEDERAL EXPRESS CORPORATION	SHIPPING SERVICES - PUBLIC WORKS ENGINEERING	22.88
11/15/2017	129911	FLYERS ENERGY LLC	GAS	986.92
11/15/2017	129912	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES WATER PROGRAM	124.22
11/15/2017	129913	HORIZON	DOLOMARK FIELDS MARKERS	244.12
11/15/2017	129914	HUB INTL INSURANCE SERVICES INC.	INSURANCE PREMIUM - OCTOBER 2017	2,237.76
11/15/2017	129915	INFOSEND INC.	ONLINE UTILITY BILLING	5,266.62
11/15/2017	129916	JUNIOR CHEF STARS	INSTRUCTOR FEE - JUNIOR CHEF	1,764.00
11/15/2017	129917	KASSIRER ENTERTAINMENT COMPANY	INSTRUCTOR FEE - TENNIS	1,102.50
11/15/2017	129918	LASKY, ROB	VISION REIMBURSEMENT - ROB LASKY	200.00
11/15/2017	129919	MANUEL MINZER	INSTRUCTOR FEE - BASKETBALL	1,837.50
11/15/2017	129920	MARCIA NEISHI	INSTRUCTOR FEE - PICKLEBALL	1,551.00
11/15/2017	129921	MIKE YAVARI	RENTAL FEE REFUND - EDGEWATER PARK	105.00
11/15/2017	129922	MR. STITCH UPHOLSTERY SERVICE	RE-UPHOLSTER TORN SEATS	1,280.00
11/15/2017	129923	NETRA CENTER FOR ARTS	INSTRUCTOR FEE - STEAM-5-FC	567.00
11/15/2017	129924	KIDZ LOVE SOCCER	INSTRUCTOR FEE - SOCCER	2,485.80
11/15/2017	129925	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY & GAS	15,296.66
11/15/2017	129926	PAPA	PAPA SEMINAR - TODD HAENA	80.00
11/15/2017	129927	PEI MIN LI	VISION REIMBURSEMENT - PEI MIN LI	200.00

Prepared Date 11/15/2017

City of Foster City, CA
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Check Date	Check Number	Vendor Name	Description	Check Amount
11/15/2017	129928	PIERCE MANUFACTURING INC.	REPLACEMENT FIRE ENGINE 29	644,016.28
11/15/2017	129929	PITNEY BOWES INC.	RENTAL PROPERTY TAX ASSESSMENT	8.62
11/15/2017	129930	SFPUC - WATER	WATER - 10/13/17-11/09/17	734,694.40
11/15/2017	129931	STACKED ADVENTURES	INSTRUCTOR FEE - KAYAKING	357.00
11/15/2017	129932	STATE OF CALIFORNIA EDD	EMPLOYMENT TAX 7/1/17-9/30/17	3,985.96
11/15/2017	129933	STEM LEARNING LLC.	INSTRUCTOR FEE - ENGINEER	2,107.00
11/15/2017	129934	STRONG MAMA FITNESS LLC	INSTRUCTOR FEE - ZUMBA	8.40
11/15/2017	129935	THOMAS SARSFIELD	INSTRUCTOR FEE - TENNIS	2,010.75
11/15/2017	129936	URBAN INSIGHT, INC.	CALOPPS SUPPORT AND WEB HOSTING	23,038.90
11/15/2017	129937	UTILITY TELEPHONE INC.	INTERNET SERVICES - NOVEMBER 2017	1,550.84
11/15/2017	129938	WE GO LOGO	STAFF SHIRTS - PARKS & RECREATION	957.20
11/15/2017	129939	WHITNEY FUSION LLC	REPLACEMENT BENCH PLATE	228.65
11/15/2017	129940	ZALLES RACQUET SPORTS	INSTRUCTOR FEE - TENNIS	1,382.50
				<hr/> 1,461,406.27

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF NOVEMBER 15, 2017

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/20/2017	129941	ACE FIRE EQUIPMENT & SERVICE	HYDRO-STATIC TESTING	1,440.00
11/20/2017	129942	AIR EXCHANGE INC.	VEHICLE EXHAUST PARTS AND SERVICES	322.46
11/20/2017	129943	ALL INDUSTRIAL SUPPLY	HEATER BLOCKS FOR LIFT STATION	812.36
11/20/2017	129944	ALPHA ANALYTICAL LABORATORIES INC.	LAGOON PROGRAM SAMPLING	720.00
11/20/2017	129945	AMERICAN RIVER COLLEGE	POST TRAINING - TRAVIS MURRAY	121.00
11/20/2017	129946	AMIT KETKAR	CLASS REFUND - STEAM 2-14-AUD	250.00
11/20/2017	129947	APPLIED CONCEPTS, INC	EQUIPMENT REPLACEMENT	10,167.65
11/20/2017	129948	BAVCO	BACKFLOW DEVICES AND REPLACEMENT	48.00
11/20/2017	129949	BAY AREA WATER SUPPLY & CONVERSATION	LANDSCAPE AUDIT FY 2017-2018	5,663.62
11/20/2017	129950	BEYNON SPORTS SURFACING	REPAIR CRACK PATH-PATCH	2,900.00
11/20/2017	129951	BUBBA'S FIRE EXTINGUISHER COMPANY	FIRE EXTINGUISHER SERVICES	120.00
11/20/2017	129952	BUS & EQUIPMENT REPAIR	VEHICLE REPAIR	1,020.02
11/20/2017	129953	CAL-WEST LIGHTING & SIGNAL MAINTENANCE	STREET LIGHT REPAIR	8,984.53
11/20/2017	129954	CATHY CHAKOS	CLASS REFUND - PASSPORT TO RETIREMENT	65.00
11/20/2017	129955	CEJ BUILDING MAINTENANCE & JANITORIAL	JANITORIAL SERVICES - 10/28/17-10/29/17	800.00
11/20/2017	129956	CINTAS CORPORATION	UNIFORM AND LAUNDRY SERVICE	908.88
11/20/2017	129957	CITY OF BELMONT	REIMBURSEMENT - JPA MARKETING	35.44
11/20/2017	129958	CITY OF SAN MATEO	PROBATIONRY FIREFIGHTER TRAINING 8/1/17-11/30/17	4,052.56
11/20/2017	129959	CLARICE ANDERSON	POST TRAINING - CLARICE ANDERSON	73.78
11/20/2017	129960	CLARK PEST CONTROL	PEST AWAY SERVICE - PARKS	700.00
11/20/2017	129961	CONFIDENCE UST SERVICES INC.	UST OPERATOR INSPECTION	150.00
11/20/2017	129962	CONTRACT SWEEPING SERVICES INC.	STREET CLEANING SERVICES	8,628.56
11/20/2017	129963	CORODATA RECORDS MANAGEMENT INC	OFF-SITE STORAGE	93.06
11/20/2017	129964	CREST/GOOD MANUFACTURING COMPANY	MISCELLANEOUS PLUMBING SUPPLIES	677.18
11/20/2017	129965	CYGNET ENTERPRISES WEST INC.	POND DYE LAGOON SUPPLIES	5,852.65
11/20/2017	129966	DANIELA FARINA	RENTAL FEE REFUND - MIST/SPRAY ROOM	75.00

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/20/2017	129967	DEEPTI SHATAGOPAM	CLASS REFUND - GOLF	94.00
11/20/2017	129968	EPS INC. DBA EXPRESS PLUMBING	STORM DRAINS CLEANING	5,200.00
11/20/2017	129969	ESTERO UTILITY SERVICES	WATER SERVICES	49.76
11/20/2017	129970	EUGENE A. FIRPO	SYNTHETIC TURF REBATE	604.00
11/20/2017	129971	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	1,692.47
11/20/2017	129972	FEDERAL EXPRESS CORPORATION	BCOM2017-111 GILEAD	87.51
11/20/2017	129973	FERGUSON ENTERPRISES INC	MISCELLANEOUS SUPPLIES WATER PROGRAM	587.25
11/20/2017	129974	FLYERS ENERGY LLC	GAS	14,748.44
11/20/2017	129975	FORELAND PARTS INC.	AUTO PARTS	307.53
11/20/2017	129976	GIANG-NGHY HO YANGO	CLASS REFUND - PRE-BALLET	39.00
11/20/2017	129977	GOLDEN NURSERY	PARKS PLANT MATERIALS	1,121.76
11/20/2017	129978	GRAINGER	MISCELLANEOUS SUPPLIES SEWER PROGRAM	32.16
11/20/2017	129979	GREENTECH LANDSCAPE SERVICES	OCTOBER 2017 - LANDSCAPING SERVICE HIP	500.00
11/20/2017	129980	HIDEKI HANAOKA	CLASS REFUND - STEAM 2-5-AUD	140.00
11/20/2017	129981	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES STREET PROGRAM	2,580.13
11/20/2017	129982	HOUSE OF COFFEE	COFFEE SUPPLIES	100.00
11/20/2017	129983	HQ XIAN	CLASS REFUND - STEAM 2	120.00
11/20/2017	129984	HUFFMAN-BROADWAY GROUP, INC.	PZ 14-20000005 UP-14-005	7,202.50
11/20/2017	129985	HYDROSCIENCE ENGINEERS	CIP 668 - WATER MASTER PLAN	11,385.78
11/20/2017	129986	JACK TURNER	POST TRAINING - JACK TURNER	1,494.00
11/20/2017	129987	JANE WEITZ	CLASS REFUND - PICKLEBALL	30.00
11/20/2017	129988	JASON STALLCUP	CLASS REFUND - PICKLEBALL	30.00
11/20/2017	129989	JIYEON KIM	CLASS REFUND - STEAM 2-9-AUD	130.00
11/20/2017	129990	JOANN MENEES	SENIOR TRIP REFUND - ALADDIN	90.00
11/20/2017	129991	KATHLEEN TAMM	TOILET REBATE	75.00
11/20/2017	129992	KELLY ZHANG	CLASS REFUND - STEAM 2-3-FC	180.00

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Check Date	Check Number	Vendor Name	Description	Check Amount
11/20/2017	129993	KELLY-MOORE PAINT COMPANY INC.	PAINT SUPPLIES	171.13
11/20/2017	129994	KIRAN MUKHYALA	CLASS REFUND - STEAM 2-6-FC	258.00
11/20/2017	129995	KONICA MINOLTA BUSINESS SOLUTIONS	ANNUAL COPIER CHARGES	10,264.34
11/20/2017	129996	KRISTINA ARROYO	POST TRAINING - KRISTINA ARROYO	73.78
11/20/2017	129997	L.N. CURTIS & SONS	PARTICULATE HOODS	2,813.37
11/20/2017	129998	LANGUAGE LINE SERVICES	LANGUAGE LINE MEDIA SERVICES	173.90
11/20/2017	129999	LAW ENFORCEMENT	PRE-EMPLOYMENT EXAM	800.00
11/20/2017	130000	LIGUO KONG	CLASS REFUND - TENNIS	104.00
11/20/2017	130001	LOCAL GOVERNMENT PUBLICATIONS	LONGTIN'S CA LAND US 2D	129.49
11/20/2017	130002	LORAL LANDSCAPING INC.	LANDSCAPING MAINTENANCE - NOVEMBER 2017	12,710.00
11/20/2017	130003	LYNDSEY CASTRO-STEVENSON	EMPLOYEE REIMBURSEMENT - LYNDSEY CASTRO	812.48
11/20/2017	130004	MARIANNE WALLACE	CLASS REFUND - STEAM 2-14-AUD	125.00
11/20/2017	130005	MIRACLE PLAYSYSTEMS, INC.	SLIDE FOR BOOTHBAY PARK	1,051.89
11/20/2017	130006	MIRVAT KASSHOUT	CLASS REFUND - STEAM 2-1-AUD	360.00
11/20/2017	130007	MIS SCIENCES CORPORATION	CALOPPS SERVICE - OCTOBER 2017	671.00
11/20/2017	130008	MONICA TIJERINA	CLASS REFUND - STEAM 2-14-FC	125.00
11/20/2017	130009	MOSS RUBBER & EQUIPMENT CORPORATION	MISCELLANEOUS HARDWARE SUPPLIES	525.95
11/20/2017	130010	MUNICIPAL EMERGENCY SERVICES	BREATHING APPARATUS TEST	4,186.04
11/20/2017	130011	MUNICIPAL MAINTENANCE EQUIP INC.	SEWER JET MAINTENANCE	91.05
11/20/2017	130012	NEEL ARORA	CLASS REFUND - WINTER CAMP	158.00
11/20/2017	130013	NEERAJ OBERAI	CLASS REFUND - STEAM 2-14-FC	125.00
11/20/2017	130014	NOBIDA, BRYAN	TOILET REBATE	75.00
11/20/2017	130015	OAKLAND POLICE DEPARTMENT	POST TRAINING-CLARICE ANDERSON/KRISTINA ARROYO	30.00
11/20/2017	130016	OFFICE DEPOT	OFFICE SUPPLIES - POLICE	242.24
11/20/2017	130017	PACIFIC AUXILIARY FIRE COMPANY	FIRE ALARM INSPECTION SERVICES	1,309.00
11/20/2017	130018	PACIFIC GAS & ELECTRIC COMPANY	ELECTRIC & GAS	4,680.53

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/20/2017	130019	PAPA	PAPA SEMINAR - JUAN-CARLOS RUIZ	80.00
11/20/2017	130020	PATRICIA GILL-THIELEN	CLASS REFUND - PASSPORT TO RETIREMENT	65.00
11/20/2017	130021	PENINSULA IMPROVEMENTS INC	ERCKENBRACK PARK RESTROOM PAINT	1,844.94
11/20/2017	130022	PENINSULA POWER WASH	PRESSURE WASHING SERVICES	4,125.00
11/20/2017	130023	PIONEER RESEARCH	CLEANSING AGENT - ASPHALT	199.90
11/20/2017	130024	PLAYGROUNDS BY DESIGN, INC.	SIGN FOR SEA CLOUD PARK	1,531.34
11/20/2017	130025	PREFERRED ALLIANCE	"DOT" COMPLIANCE EXP - OCTOBER	211.12
11/20/2017	130026	PRIORITY 1	PARTS AND REPAIR SERVICES	297.02
11/20/2017	130027	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICE	127.28
11/20/2017	130028	QUINSTREET	RENTAL FEE REFUND - WIND ROOM	572.50
11/20/2017	130029	R&B COMPANY	MISC SUPPLIES STREET PROGRAM	1,120.18
11/20/2017	130030	ENVIRONMENTAL HEALTH FEE	BACKFLOW TESTER FEE	2,936.00
11/20/2017	130031	SAN MATEO CO HEALTH DEPT	PORTABLE WATER LAB TEST	1,880.00
11/20/2017	130032	SAN MATEO COUNTY SHERIFF'S OFFICE	FY17/18 HAZMAT MATERIAL PROGRAM	55,575.00
11/20/2017	130033	SAN MATEO LAWN MOWER SHOP	SMALL TOOLS	5,178.66
11/20/2017	130034	SAN MATEO LOCK WORKS	LOCKS AND KEYS - PARKS	21.80
11/20/2017	130035	SANGEETA WALSH	CLASS REFUND - WINTER CAMP	380.00
11/20/2017	130036	SFO REPRESENTATIVES, INC.	BLOCK HEATER FOR LIFT STATION 35	97.88
11/20/2017	130037	SHAPE INC.	MISCELLANEOUS SUPPLIES SEWER PROGRAM	506.25
11/20/2017	130038	SHILPA KASWALA	TOILET REBATE	225.00
11/20/2017	130039	SMCPCSA	2018 MEMBERSHIP DUES	600.00
11/20/2017	130040	SMITH-EMERY SAN FRANCISCO	CIP 663 - STREET REHABILITATION PROJECT	12,297.50
11/20/2017	130041	ST. AMBROSE EPISCOPAL SCHOOL	DEPOSIT REFUND - LAGOON ROOM	500.00
11/20/2017	130042	STATE OF CALIFORNIA JUSTICE DEPARTMENT	FINGERPRINTING SERVICES	273.00
11/20/2017	130043	SUMMIT AUTO BODY & PAINTING	CITY VEHICLE REPAIRS	4,208.52
11/20/2017	130044	SUPERION	SUPERION WEB TRAINING - COGNOS	120.00

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
11/20/2017	130045	SUPPLYWORKS	BUILDING JANITORIAL SUPPLIES	399.91
11/20/2017	130046	T.H.E. OFFICE CITY	CITYWIDE OFFICE SUPPLIES	878.74
11/20/2017	130047	TERRY FELIX	CONSTRUCTION & DEMOLITION REFUND	500.00
11/20/2017	130048	THERMAL MECHANICAL INC.	HVAC REPAIRS/MAINTENANCE & SERVICES	43,543.76
11/20/2017	130049	TIM SANTOS	EDUCATION REIMBURSEMENT - TIM SANTOS	325.00
11/20/2017	130050	TLC ADMINISTRATORS INC	125 PARTICIPANT FEE - NOVEMBER 2017	138.00
11/20/2017	130051	TOWNE FORD SALES	AUTO PARTS	262.57
11/20/2017	130052	TRAVIS MURRAY	POST TRAINING - TRAVIS MURRAY	772.68
11/20/2017	130053	TRIFORMIS CORPORATION	COMPOST REBATE	41.00
11/20/2017	130054	TURF & INDUSTRIAL EQUIPMENT COMPANY	PARKS EQUIPMENT PARTS	138.60
11/20/2017	130055	VERONICA TAHAI	RENTAL FEE REFUND - LAGOON ROOM	175.00
11/20/2017	130056	WADE JOHNSON	CLASS REFUND - STEAM 2-14-AUD	125.00
11/20/2017	130057	WALLY SHARP	SENIOR TRIP - SAN FRANCISCO CITY HALL	80.00
11/20/2017	130058	WESTERN BLUE, AN NWN COMPANY	LASERJET-M402DNE	177.47
11/20/2017	130059	YAVUZ SAHIN	CLASS REFUND - STEAM 2-14-FC	125.00
11/20/2017	130060	YUKARI OKA	CLASS REFUND - STEAM 2-6-AUD	258.00
11/20/2017	130061	ZAP MANUFACTURING	MISCELLANEOUS SUPPLIES STREET PROGRAM	1,349.55
				<hr/> 289,633.40

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON NOVEMBER 20, 2017

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Check Date	Check Number	Vendor Name	Description	Check Amount
11/29/2017	130062	AU ELECTRIC CORP	ALARM SERVICES - RECREATION CENTER	120.00
11/29/2017	130063	AIRGAS NCN	MISCELLANEOUS SUPPLIES STREET PROGRAM	39.07
11/29/2017	130064	ALICE WONG	CLASS REFUND - KIDZ DAYS	58.00
11/29/2017	130065	ALLIED 100 LLC	ONSITE AED DEFIBRILLATOR	1,539.90
11/29/2017	130066	AMY FRANKEN	FC2013-0118 REIMBURSEMENT	673.00
11/29/2017	130067	ANDREA WRIGHT	CLASS REFUND - STEAM 2-13-FC	88.00
11/29/2017	130068	ANGELOS PANGALOS	FC2014-1434 REIMBURSEMENT	51.56
11/29/2017	130069	AVIRAL SHUKLA	CLASS REFUND - TENNIS	80.00
11/29/2017	130070	BETTERSOURCE	CONFERENCE CHAIRS - CITY CLERK	931.95
11/29/2017	130071	BLACKMAN, TONY	EMPLOYEE REIMBURSEMENT - TONY BLACKMAN	100.00
11/29/2017	130072	CEJ BUILDING MAINT & JANITORIAL SERVICES	JANITORIAL SERVICES - NOVEMBER 2017	16,625.00
11/29/2017	130073	CHE CHOW	CLASS REFUND - KAYAKING	140.00
11/29/2017	130074	CHEVRON & TEXACO BUSINESS CARD SERVICES	GAS	309.01
11/29/2017	130075	THE CITIES GROUP	PHYSICIAN SERVICES	284.05
11/29/2017	130076	CITY OF REDWOOD CITY	SUPERVISORY ACADEMY DUES	350.00
11/29/2017	130077	CALIFORNIA PARK & RECREATION SOCIETY	FY17/18 CPRS MEMBERSHIPS	1,070.00
11/29/2017	130078	DALEO INC.	METER DEPOSIT REFUND	2,158.37
11/29/2017	130079	DEBBIE MELAMUD	CLASS REFUND - STEAM 2-9-AUD	61.00
11/29/2017	130080	DON NGUYEN	CLASS REFUND - KAYAK TOUR	75.00
11/29/2017	130081	DORTE DRASTRUP	VISION REIMBURSEMENT - DORTE DRASTRUP	200.00
11/29/2017	130082	DPR CONSTRUCTION	METER DEPOSIT REFUND	2,390.98
11/29/2017	130083	DUKE'S ROOT CONTROL, INC.	MISCELLANEOUS SUPPLIES SEWER PROGRAM	53.29
11/29/2017	130084	EMMON LEW	CLASS REFUND - STEAM 2-7-FC	308.00
11/29/2017	130085	FIREMASTER	KITCHEN HOOD MAINTENANCE	960.94
11/29/2017	130086	FOLGERGRAPHICS INC	WINTER 2018 ACTIVITY GUIDE	6,546.85
11/29/2017	130087	GRAPHICS ON THE EDGE	CERT PROGRAM LOGO MAGNETS	543.75

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11/29/2017	130088	HANNA GOLOVKO KASTSIUCHENK	CLASS REFUND - STEAM 2-13-FC	54.00
11/29/2017	130089	HUB INTL INSURANCE SERVICES INC.	INSURANCE PREMIUM - NOVEMBER 2017	1,292.80
11/29/2017	130090	HUILIN PAN	CLASS REFUND - WINTER CAMP	380.00
11/29/2017	130091	JACK TURNER	POST TRAINING - JACK TURNER	29.96
11/29/2017	130092	JANE MILANES	CLASS REFUND - KAYAK TOUR	65.00
11/29/2017	130093	JENNIFER PHAN	EMPLOYEE REIMBURSEMENT - JENNIFER PHAN	86.32
11/29/2017	130094	JOSEPH GEORGE	CLASS REFUND - STEAM 2-6-FC	69.00
11/29/2017	130095	JOY KIM	CLASS REFUND - STEAM 2-12-AUD	36.00
11/29/2017	130096	JULIET EVENS	CLASS REFUND - STEAM 2-13-FC	54.00
11/29/2017	130097	KAREN ROSENTHAL	CLASS REFUND - KIDZ DAYS	116.00
11/29/2017	130098	KAZUKI SAKAMOTO	CLASS REFUND - STEAM 2-9-AUD	61.00
11/29/2017	130099	KIDS EXPRESS	AFTERSCHOOL TRANSPRT-ARC	1,194.37
11/29/2017	130100	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER 363 MAINTENANCE 10/17-10/18	319.44
11/29/2017	130101	L.N. CURTIS & SONS	ELECTRIC POWER BLOWER	2,998.24
11/29/2017	130102	LIEBERT CASSIDY WHITMORE	WEBINAR REGISTRATION FEE - HUMAN RESOURCES	70.00
11/29/2017	130103	LIU, JENNIFER	EMPLOYEE REIMBURSEMENT - JENNIFER LIU	81.77
11/29/2017	130104	MAGIC JEANNE	HALLOWEEN MAGIC SHOW - 10/28	150.00
11/29/2017	130105	MICHAEL VENDITTI	CLASS REFUND - KAYAKING	70.00
11/29/2017	130106	NAZMEEN SCHROEDER	VISION REIMBURSEMENT - NAZMEEN SCHROEDER	199.49
11/29/2017	130107	NBC SUPPLY CORP	MISCELLANEOUS SUPPLIES SEWER PROGRAM	293.63
11/29/2017	130108	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY & GAS	57,450.96
11/29/2017	130109	POMI SUNG	CLASS REFUND - WINTER CAMP	316.00
11/29/2017	130110	PTM DOCUMENT SYSTEMS, INC	1095C TRANSMITTAL FORMS	23.49
11/29/2017	130111	SAN MATEO COUNTY CLERK - RECORDER	D525 - WAVERLY DEVELOPMENT	147.00
11/29/2017	130112	SAYAKA SATO	CLASS REFUND - STEAM 2-4-AUD	4.00
11/29/2017	130113	SEPIDEH SAYAR	CLASS REFUND - TENNIS	80.00

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11/29/2017	130114	SOPHIA MANZANARES	CLASS REFUND - STEAM 2-13-FC	54.00
11/29/2017	130115	SOUTHERN COUNTIES OIL COMPANY	GAS	18,714.53
11/29/2017	130116	STAPLES ADVANTAGE	OFFICE SUPPLIES - RECREATION CENTER	412.58
11/29/2017	130117	SUMMIT AUTO BODY & PAINTING	CITY VEHICLE REPAIRS	3,731.77
11/29/2017	130118	THIRD DEGREE COMMUNICATIONS, INC.	POST TRAINING - JACK TURNER	225.00
11/29/2017	130119	VANESSA BRANNON	EMPLOYEE REIMBURSEMENT - VANESSA BRANNON	94.46
11/29/2017	130120	WABASH VALLEY MANUFACTURING, INC.	BENCHES FOR LEO J. RYAN PARK	2,305.98
11/29/2017	130121	WORKERS.COM	PW TEMPORARY MAINTENANCE WORKERS	4,223.52
11/29/2017	130122	YU-LING CHIEN	CLASS REFUND - STEAM 2-6-FC	69.00
11/29/2017	130123	ZAMORINS SOLUTIONS INC.	PLAYGROUND INSPECTION SOFTWARE	1,595.00
				<hr/> 132,826.03

Submitted for Information:

Edmund Suen, City Treasurer

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Check Date	Check Number	Vendor Name	Description	Check Amount
12/6/2017	130124	AARONSON, DICKERSON, COHN & LANZONE	PROFESSIONAL SERVICES - NOVEMBER 2017	32,982.99
12/6/2017	130125	AHANA CHANDRA	CLASS REFUND - ARC	210.00
12/6/2017	130126	AMY SIROTA	WINTER 2018 GUIDE	2,200.00
12/6/2017	130127	STEVEN ARCHER	LONGEVITY - 11/16/2017 - 12/15/2017	140.00
12/6/2017	130128	THE CITIES GROUP	DENTAL INSURANCE PREMIUM - DECEMBER 2017	5,053.18
12/6/2017	130129	CITY OF BURLINGAME	TOURISM ASSESSMENT - NOVEMBER 2017	8,745.60
12/6/2017	130130	WILLIAM CLARK	LONGEVITY - 11/16/2017 - 12/15/2017	210.00
12/6/2017	130131	COLMA FIREMEN'S SOCIAL CLUB	REGISTRATION FEE	45.00
12/6/2017	130132	COMCAST	DIGITAL RECEIVER	95.84
12/6/2017	130133	DENNIS CARMASSI	TOILET REBATE	250.00
12/6/2017	130134	LEWIS ERIC EGAN	LONGEVITY - 11/16/2017 - 12/15/2017	210.00
12/6/2017	130135	EILEEN MONTE	CLASS REFUND - SENIOR TRIP	65.00
12/6/2017	130136	DOUGLAS ESTILL	LONGEVITY - 11/16/2017 - 12/15/2017	350.00
12/6/2017	130137	FARIDA DANISH	EMPLOYEE REIMBURSEMENT - FARIDA DANISH	279.92
12/6/2017	130138	FOSTER CITY FIREFIGHTERS #2400	UNION DUES - 11/1/2017 - 11/30/2017	4,702.50
12/6/2017	130139	FOSTER CITY FIREFIGHTERS ASSOCIATION	ASSOCIATION DUES - 11/1/2017 - 11/30/2017	1,650.00
12/6/2017	130140	MOSHE JOSHUA	LONGEVITY - 11/16/2017 - 12/15/2017	275.00
12/6/2017	130141	KAREN NELSON	CLASS REFUND - SENIOR TRIP	5.00
12/6/2017	130142	LA TAPATIA LLC	EMPLOYEE HOLIDAY LUNCH	1,113.00
12/6/2017	130143	LAYLA VARGAS	CLASS REFUND - STEM LAB	235.00
12/6/2017	130144	LIEBERT CASSIDY WHITMORE	WEBINAR REGISTRATION FEE - HUMAN RESOURCES	50.00
12/6/2017	130145	MARCIA NEISHI	INSTRUCTOR FEE - PICKLEBALL	952.00
12/6/2017	130146	MARINA RICH	CLASS REFUND - STEM LAB	235.00
12/6/2017	130147	METLIFE-GROUP BENEFITS	GROUP#05922100 VISION	210.32
12/6/2017	130148	MV TRANSPORTATION	SENIOR EXPRESS - OCTOBER 2017	3,417.12
12/6/2017	130149	PERS LONG-TERM CARE PROGRAM	LONG TERM CARE INSURANCE PREMIUMS	116.74

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12/6/2017	130150	PETTY CASH/JACQUELYN TIFFANY	PETTY CASH - PUBLIC WORKS	134.55
12/6/2017	130151	RENEE RAMSEY	INSTRUCTOR FEE - ART CLASS	696.00
12/6/2017	130152	SICO AMERICA, INC.	TABLE GLIDERS REPLACEMENT	101.98
12/6/2017	130153	THOMAS SARSFIELD	INSTRUCTOR FEE - TENNIS	1,736.00
12/6/2017	130154	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUMS - DECEMBER 2017	627.44
12/6/2017	130155	WE GO LOGO	EMPLOYEE UNIFORMS - PARKS & RECREATION	1,763.66
				<hr/> 68,858.84

Submitted for Information:

Edmund Suen, City Treasurer

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