



CITY OF FOSTER CITY/ ESTERO MUNICIPAL IMPROVEMENT DISTRICT

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF GOVERNMENT CODE SECTION 54953 (AS AMENDED BY AB 361) WHICH AUTHORIZES TELECONFERENCED MEETINGS UNDER THE BROWN ACT DURING CERTAIN PROCLAIMED STATES OF EMERGENCY. THE GOVERNOR OF CALIFORNIA PROCLAIMED A STATE OF EMERGENCY RELATED TO COVID-19 ON MARCH 4, 2020. THIS TELECONFERENCED MEETING IS NECESSARY SO THAT THE CITY CAN CONDUCT ESSENTIAL BUSINESS AND IS PERMITTED UNDER GOVERNMENT CODE 54953 IN ORDER TO PROTECT PUBLIC HEALTH AND SAFETY OF ATTENDEES. MEMBERS OF THE PUBLIC THAT WISH TO ATTEND AND/OR PARTICIPATE IN A MEETING MAY DO SO IN PERSON OR BY JOINING THE ZOOM MEETING [HTTPS://FOSTERCITY-ORG.ZOOM.US/J/81348623580](https://FOSTERCITY-ORG.ZOOM.US/J/81348623580) PUBLIC COMMENTS WILL BE ACCEPTED BOTH IN PERSON AND VIA ZOOM MEETING. ANY EMAILS SENT TO PUBLICCOMMENT@FOSTERCITY.ORG WILL BE PROVIDED TO THE CITY COUNCIL PRIOR TO THE MEETING.

Consistent with Government Code Section 54953, this City/District Meeting will be held via teleconference in addition to in person. City Councilmembers/District Board and staff will attend in person or via teleconference.

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

To Attend the Meeting in Person:

- Location: 620 Foster City Blvd, Foster City, California, 94404

To Provide Public Comment in Person:

- Members of the public wishing to speak will be asked to fill out a Request to Speak Form. Forms will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed. For special meetings, public comment is limited to item(s) on the agenda only.

To Observe the Meeting via Teleconference/Video Conference:

- To access the meeting by computer / smartphone, go to: <https://fostercity-org.zoom.us/j/81348623580>
- To dial-in via phone:
1-669-900-6833 or
1-408-638-0968

And enter Webinar ID: 813 4862 3580

To Participate in the Meeting by Providing Public Comment via Teleconference/Video Conference:

- **During the Meeting:** Live verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the “raise hand” feature (for those joining by phone, press *9 to “raise hand”) during the public comment period for the agenda item you wish to address. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number for dial-in attendees. Please clearly state your full name for the record at the start of your public comment.

Before the Meeting: Written public comments for the record may be submitted in advance by 4:00 p.m. the day of the meeting by email to: publiccomment@fostercity.org and will be made part of the written record but will not be read verbally at the meeting. Written public comments submitted by email should adhere to the following:

- Clearly indicate the Agenda Item No. or specify “Public” in the Subject Line for items not on the agenda
- Include the submitter’s full name (Recommended but not required)

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

AMENDED

AGENDA

Monday, March 21, 2022 6:30 PM

REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. SPECIAL PRESENTATIONS

4.1. Presentation of Certificates of Recognition to Youth Participants of the Foster City 50th Anniversary Writing Contest -- Ameer H., Aneesh R., Badri N., Navya S., Neel V., and Nila K.

4.2. Presentation by California Parks and Recreation Society of Hall of Fame Award to Interim City Manager Kevin M. Miller

4.3. Presentation by San Mateo Consolidated Fire Department (SMC Fire) on Community Emergency Response Team (CERT)

5. PUBLIC

Government Code Section 54954.2 E (3) precludes the City Council from discussing or acting upon any topic initially presented during the "Public" portion of the agenda. Information may be received, placed on a future agenda, or referred to the appropriate City staff. FCMC 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary." ***Speakers may join the Zoom meeting via the meeting link and using the "raise hand" feature and the Zoom host will call on people.***

6. CITY/EMID CONSENT CALENDAR

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

6.1. City/EMID Minutes

6.1.1. City/EMID Special Meeting of February 28, 2022

6.1.2. City/EMID Special Meeting of March 1, 2022

6.1.3. City and Planning Commission Special Joint Meeting of March 2, 2022

6.1.4. City/EMID Special Meeting of March 3, 2022

6.1.5. City/EMID Regular Meeting of March 7, 2022

6.2. City/EMID Ordinances for Adoption (First City Ordinance Number to be used tonight is 644)

6.2.1. An Ordinance of the City of Foster City Adding a New Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17, Zoning, of the Foster City Municipal Code Relating to Inclusionary Housing (First Reading March 7, 2022)
a) Adopt Ordinance

6.2.2. An Ordinance of the City of Foster City Adding a New Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17, Zoning, of the Foster City Municipal Code (First Reading March 7, 2022)
a) Adopt Ordinance

6.2.3. An Ordinance of the City of Foster City Amending the Foster City Zoning Map to Zone Certain Properties Within the Affordable Housing Overlay Combining District (First Reading March 7, 2022)
a) Adopt Ordinance

6.3. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2022-23 and EMID Resolution Number to be used tonight is 3636)

6.3.1. A Resolution of the City Council of the City of Foster City Approving an Agreement with Pen Media for Video Technician Services from May 1, 2022 to April 30, 2023 for the Initial Year, with the Option to Extend the Agreement for an Additional Two Years in Amounts Not to Exceed \$35,000 in Any of the Three Years

- a) Staff Report
- b) Adopt Resolution

6.3.2. A Resolution of the City Council of the City of Foster City Authorizing the Issuance of a Request for Proposal for Sidewalk Repair and Replacement Project (2022-2024)

- a) Staff Report
- b) Adopt Resolution

6.3.3. A Resolution of the City Council of the City of Foster City Authorizing the City Manager to Enter Into Agreements With and Collect Funds Toward the Cost of Conversion of Sea Cloud Sports Fields S1, S2 and B1 to Synthetic Turf From Foster City Youth Softball Association (FCYSA) Totaling \$5,000 Over Four (4) Years and Foster City Tournament Baseball (FCTB) Totaling \$20,000 Over Six (6) Years

- a) Staff Report
- b) Adopt Resolution

6.3.4. A Resolution of the City Council of the City of Foster City Authorizing Issuance of a Request for Proposals for Trackless Train Concession at Leo Ryan Park From June 1, 2022, Through December 31, 2024, With Optional Extensions Through December 31, 2026

- a) Staff Report
- b) Adopt Resolution

6.3.5. A Resolution of the City Council of the City of Foster City Authorizing a Transfer of \$36 Million from the Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 Million from the General Fund 001 Reserves to City CIP Fund 301 for the Recreation Center Replacement Project (CIP 301-678) and an Appropriation Additional Budget of \$55 Million to the CIP 301-678, Account No. 301-0910-678-4251

- a) Staff Report
- b) Adopt Resolution

6.3.6. a) A Resolution of the City Council of the City of Foster City Authorizing the Release of a Request for Proposals for Americans With Disabilities Act Administrative Policy, Self-Evaluation, Transition Plan and Technical Standard Development and Review

Services; **and**

b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the Release of a Request for Proposals for Americans With Disabilities Act Administrative Policy, Self-Evaluation, Transition Plan and Technical Standard Development and Review Services

c) Staff Report

d) Adopt Resolutions

6.3.7. a) A Resolution of the City Council of the City of Foster City Extending the Proclamation of the Existence of a Local Emergency Caused by the Threat of the Novel Covid-19 Virus, and Proclaiming the Continuing Need for the City Council, Planning Commission and Committees to Meet by Teleconference and Allowing for Increased Meeting Accessibility via in Person and Teleconference Meeting Participation; **and**

b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Proclaiming the Continuing Need for the Estero Municipal Improvement District Board of Directors, Planning Commission, and Committees to Meet by Teleconference and Allowing for Increased Meeting Accessibility via in Person and Teleconference Meeting Participation

c) Staff Report

d) Adopt Resolutions

6.4. City/EMID Other

6.4.1. Proclamation Request "Recognizing the 100th Anniversary of College of San Mateo (CSM)" (Mayoral Proclamation)

a) Staff Report

b) Approve Proclamation

7. NEW BUSINESS

7.1. Report on Non-Profit Funding Process for FY 2022-2023

a) Staff Report

b) Action - By Minute Order, Provide Policy Direction

7.2. Consideration of Waived Fees or No-Cost Opportunities for Cultural Displays/Holiday Events at City Venues

a) Staff Report

b) Action - By Minute Order, Provide Policy Direction

8. REPORTS

8.1. Levee Protection Planning & Improvements Project (CIP 327-657) Monthly Update - March 2022

a) Staff Report

b) Action - By Minute Order, Receive and Accept Report

- 8.2. Consideration of General Plan Annual Report for 2021
 - a) Staff Report
 - b) Action - By Minute Order, Receive and Accept Report

9. COMMUNICATIONS

- 9.1. City/District Warrants of Demands were Processed and Issued on February 28, 2022, March 5, 2022, and ACH were Processed on March 5, 2022
 - a) Information Item Only
 - b) No Action Required

10. 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.

11. CLOSED SESSION

- 11.1. Public Employee Appointment (Government Code §54957)
Title: City Manager
- 11.2. Conference with Labor Negotiator (Government Code §54957.6)
Agency Designated Representative: Mayor
Unrepresented Employee: City Manager
- 11.3. Report Out from Closed Session

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 <https://www.fostercity.org/community/page/fctv-live-stream>:

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

City Council meetings on-demand:

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



City of Foster City
San Mateo County, California
Certificate of Recognition

On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest in celebration of the 50th Anniversary of Foster City; and

Whereas, Ameer H., an 8th grade student at Bowditch Middle School, submitted an essay on why Foster City embodies its status as "Jewel of the Bay".

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Ameer H.

Presented on this 21st day of March 2022

Mayor Richa Awasthi



City of Foster City
San Mateo County, California
Certificate of Recognition
On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest celebrating the 50th Anniversary of Foster City; and

*Whereas, **Aneesh R.**, a 5th grade student at Audubon Elementary School, submitted an essay describing why she loves Foster City and the many places she frequents.*

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Aneesh R.

Presented on this 21st day of March 2022

Mayor Richa Awasthi



City of Foster City
San Mateo County, California
Certificate of Recognition
On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest in celebration of the 50th Anniversary of Foster City; and

*Whereas, **Badri V.**, a 10th grade student at Hillsdale High School, submitted an essay pertaining to personal experiences and memories of growing up in Foster City.*

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Badri V.

Presented on this 21st day of March 2022

Mayor Richa Awasthi



City of Foster City
San Mateo County, California
Certificate of Recognition

On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest celebrating the 50th Anniversary of Foster City; and

Whereas, Navya S., a 6th grade student at Bowditch Middle School, submitted an essay describing her journey through Foster City, all the fun she participated in throughout the years, and her ideas for the future.

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Navya S.

Presented on this 21st day of March 2022

Mayor Richa Awasthi



City of Foster City
San Mateo County, California
Certificate of Recognition
On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest celebrating the 50th Anniversary of Foster City; and

Whereas, Neel V., a 6th grade student at North Shoreview Montessori, submitted an essay describing his 12-year adventure in Foster City.

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Neel V.

Presented on this 21st day of March 2022

Mayor Richa Awasthi



City of Foster City
San Mateo County, California
Certificate of Recognition
On behalf of the Honorable City Council

Whereas, the Foster City Historical Society in collaboration with the City of Foster City sponsored an Essay Writing Contest in celebration of the 50th Anniversary of Foster City; and

Whereas, Nila K., a 10th grade student at Hillsdale High School, submitted an essay on why she calls Foster City her "Forever Home"

Now, therefore, I, Richa Awasthi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate to:

Nila K.

Presented on this 21st day of March 2022

Mayor Richa Awasthi

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

SPECIAL MEETING OF FEBRUARY 28, 2022

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of February 28, 2022 was called to order at 6:30 p.m. by Mayor/President Richa Awasthi.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a teleconference meeting.

ROLL CALL

The Communications Director/City Clerk called the roll:

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

ABSENT: None.

STAFF PRESENT: Kevin Miller, Interim City/District Manager, Benjamin Stock, City Attorney/Legal Counsel; Jennifer Phan, Interim Deputy City Manager; Edmund Suen, Finance Director; Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Robert Marshall, Fire Marshal; Rob Lasky, IT Manager; Tiffany Oren, Recreation Manager, Yelena Cappello, Deputy City Clerk; Julie Paping, Interim Principal Management Analyst; Kevin Ortiz, Management Coordinator; Shuli Chen, Video Technician; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

STUDY SESSION

Mayor/President Awasthi recessed the meeting into Study Session for the Mid-Year Financial Review/Council Policy Calendar/Budget Strategies.

2ND QUARTER FY 2021-2022. FINANCIAL UPDATE. MINUTE ORDER NO. 1838.

Finance Director Suen presented the staff report.

Discussion ensued.

Motion by Vice Mayor/Vice President Froomin, seconded by Councilmember/Director Gehani, and carried unanimously by roll call vote, 5-0-0, to adopt Minute Order No. 1838, to receive and accept the 2nd Quarter FY 2021-2022 Financial Update report.

ORGANIZATIONAL ASSESSMENT - PRELIMINARY PROPOSALS FOR CITY RESTRUCTURING/GOVERNMENTAL OPERATIONS IMPROVEMENT. MINUTE ORDER NO. 1839. CITY RESOLUTION NO. 2022-19. EMID RESOLUTION NO. 3635.

Interim City/District Manager Miller presented the staff report.

Discussion ensued.

Motion by Councilmember/Director Hindi, seconded by Councilmember/Director Sullivan, and carried unanimously by roll call vote, 5-0-0, to adopt Minute Order No. 1839, receiving and accepting the Organizational Assessment - Preliminary Proposals for City Restructuring/Governmental Operations Improvement.

Motion by Vice Mayor/Vice President Froomin, seconded by Councilmember/Director Gehani, and carried unanimously by roll call vote, 5-0-0, to adopt City Resolution No. 2022-19, "A Resolution of the City Council of the City of Foster City Authorizing a Budget Appropriation in the Total Amount of \$71,131 from the General Fund to Account No. 001-0510-451-4110 & Account No. 001-0520-452-4110 (\$35,566 & \$35,565 Respectively) to Fulfill the Parks & Recreation Director Position for the Remainder of Fiscal Year 2021-2022" and EMID Resolution No. 3635, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing a Budget Appropriation in the Total Amount of \$71,131 from the General Fund to Account No. 001-0510-451-4110 & Account No. 001-0520-452-4110 (\$35,566 & \$35,565 Respectively) to Fulfill the Parks & Recreation Director Position for the Remainder of Fiscal Year 2021-2022."

PREPARATION OF THE FY 2022-2023 ANNUAL BUDGET AND FIVE-YEAR FINANCIAL PLAN. MINUTE ORDER NO. 1840.

Interim City/District Manager Miller presented the staff report.

Discussion ensued.

By Consensus of the City Council, it was ordered to adopt Minute Order No. 1840, directing staff to:

1. Assess the current level of staffing for FY 2022-2023 to meet City Council's strategic directives and continue to provide the same level of services to the community, provide a detailed line item budget outlining associated budgetary cost impacts as they relate to the maintenance of high service levels to the community to be submitted for City Council review at the May 9, 2022 Budget Study Session,

and provide an informational report on potential revenue enhancement models at the March 7, 2020 City Council meeting;

2. Include a 5% wage increase placeholder pending the actual April 2022 CPI-U which is not scheduled for release until mid-May, 2022;
3. Provide the long-term capital improvement project (CIP) funding analysis to the City Council at its March 28, 2022 Budget Study Session using the current “pay as you go” funding model;
4. Present the internal service fund analysis at the March 28, 2022 Budget Study Session, and maintain current funding strategy employing a “pay as you go” philosophy for the equipment related replacement funds (vehicle, equipment, information technology, and building). Explore the possibility of utilizing an irrevocable trust for Public Employees' Medical & Hospital Care Act (PEMCHA)/ Other Post Employment Benefit (OPEB) liability and bring back a report for City Council consideration. Maintain the Longevity Recognition and PEMHCA retiree medical funds on a cash benefit basis, and maintain a \$1 million self-insured reserve for potential claims against the City;
5. Maintain a minimum General Fund reserve of 33-1/3 to 50% of annual operating expenditures;
6. Maintain a minimum Water Enterprise Fund and Wastewater Enterprise Fund reserve of 25% of annual operating expenditures;
7. Maintain a \$2 million reserve each for the City, Water Enterprise, and Wastewater Enterprise CIP funds;
8. Review the funding process for non-profit organizations at the March 21, 2022 City Council Meeting; and
9. Receive an updated Water and Wastewater Rate study report, including financial projections and preliminary rate recommendations for both enterprises, on March 28, 2022.

Meeting recessed into study session at 6:31 p.m. and reconvened at 8:43 p.m.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi adjourned the meeting. Meeting adjourned at 8:43 p.m.

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

SPECIAL MEETING OF MARCH 1, 2022

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of March 1, 2022 was called to order at 6:30 p.m. by Mayor/President Awasthi.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a teleconference meeting.

ROLL CALL

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

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

ABSENT: None.

STAFF PRESENT: Maria Saguisag-Sid, Human Resources Director; Rob Lasky, IT Manager; and Priscilla Schaus, Communications Director/City Clerk/District Secretary.

CLOSED SESSION

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi recessed the meeting into Closed Session for the following:

1. Public Employee Appointment (Government Code § 54957)
Title: City Manager; and
2. Report Out from Closed Session.

Meeting recessed into Closed Session at 6:31 p.m. and reconvened at 8:50 p.m.

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

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi adjourned the meeting. Meeting adjourned at 8:50 p.m.

**CITY OF FOSTER CITY/
FOSTER CITY PLANNING COMMISSION**

SPECIAL MEETING OF MARCH 2, 2022

MINUTES

CALL TO ORDER OF CITY COUNCIL AND FOSTER CITY PLANNING COMMISSION

The duly called and noticed special meeting of the City Council and Planning Commission of the City of Foster City (City), sitting as said Council and Planning Commission of March 2, 2022 was called to order at 6:30 p.m. by Mayor Awasthi

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a teleconference meeting.

ROLL CALL

The Deputy City Clerk/Deputy Recording Secretary called the roll:

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

Planning Commissioners Evan Adams, Charlie Bronitsky, Nicolas Haddad, Ravi Jagtiani, and Chair Rick Wykoff

ABSENT: None.

STAFF PRESENT: Kevin Miller, Interim City/District Manager, Denise Bazzano, Assistant Attorney; Jennifer Phan, Interim Deputy City Manager; Marlene Subhashini, Community Development Director; Leslie Carmichael, Planning Consultant; Rob Lasky; IT Manager; Shuli Chen, Video Technician; and Yelena Cappello, Deputy City Clerk/Deputy Recording Secretary.

PUBLIC

The following people addressed the City Council and Planning Commission via email:

1. Helen Collins;
2. Mary DeLong;
3. Eva Hess;
4. G.H. Dababo;
5. Kalisha Webster, representing Housing Choices;
6. Amit Saini; and
7. Colin Gould.

The following people addressed the City Council and Planning Commission via teleconference:

1. Mary DeLong;
2. Don Carlson;
3. Colin Gould;
4. Mike Dunham, representing Peninsula for Everyone;
5. Kalisha Webster, representing Housing Choices;
6. Vijay Dodd;
7. Seema Patel; and
8. Charles du Mee.

STUDY SESSION

Mayor Awasthi recessed the meeting into study session for Joint City Council & Planning Commission study session to discuss the Housing Element Update for the 2023-2031 Planning Period, Including: Potential Housing Sites for Up to 1,896 New Housing Units Between 2023-2031; and Potential Policy and Program Options for Further Study to Address Future Housing Needs.

Community Development Director Subhashini and Consulting Planner Carmichael presented the staff report and facilitated the discussion.

The following people addressed the City Council and Planning Commissioner via teleconference

1. Charles du Mee;
2. Colin Gould;
3. G.H. Dababo; and
4. Jordan Grimes.

Discussion ensued.

Meeting recessed into study session at 6:56 p.m. and reconvened at 11:02 p.m.

RECESS. The Mayor/President recessed the meeting from 9:18 p.m. to 9:23 p.m.

Planning Commissioner Bronitsky left at 10:25 p.m. due to connectivity issues.

By Consensus of the City Council and Planning Commission, Minute Order No. 1841 was adopted, receiving and accepting the report.

ADJOURNMENT

Hearing no objection from the City Council and Planning Commission, Mayor Awasthi adjourned the meeting. Meeting adjourned at 11:02 p.m.

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

SPECIAL MEETING OF MARCH 3, 2022

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of March 3, 2022 was called to order at 6:30 p.m. by Mayor/President Awasthi.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a teleconference meeting.

ROLL CALL

The Deputy City Clerk/Deputy Recording Secretary called the roll:

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

ABSENT: None.

STAFF PRESENT: Benjamin Stock, City Attorney/District Counsel; Maria Saguisag-Sid, Human Resources Director; Rob Lasky, IT Manager; and Yelena Cappello, Deputy City Clerk/Deputy Recording Secretary.

CLOSED SESSION

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi recessed the meeting into Closed Session for the following:

1. Public Employee Appointment (Government Code § 54957)
Title: City Manager; and
2. Report Out from Closed Session.

Meeting recessed into Closed Session at 6:30 p.m. and reconvened at 9:45 p.m.

City Attorney Stock reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi adjourned the meeting. Meeting adjourned at 9:45 p.m.

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

REGULAR MEETING OF MARCH 7, 2022

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The Regular Meeting of March 7, 2022 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. by Mayor/President Richa Awasthi.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a hybrid meeting.

ROLL CALL

The Deputy City Clerk/Deputy Recording Secretary called the roll:

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

ABSENT: None.

STAFF PRESENT: Kevin Miller, Interim City/District Manager, Benjamin Stock, City Attorney/District Legal Counsel; Jennifer Phan, Interim Deputy City Manager; Edmund Suen, Finance Director; Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Louis Sun, Public Works Director; Rob Lasky, IT Manager; Leslie Carmichael, Consulting Planner; Tiffany Oren, Recreation Manager; Justin Lai, Associate Civil Engineer; Dusty Landwehr, Recreation Coordinator; Shuli Chen, Video Technician and Yelena Cappello, Deputy City Clerk/Deputy Recording Secretary.

SPECIAL PRESENTATIONS

PROCLAMATION RECOGNIZING MARCH 2022 AS WOMEN'S HISTORY MONTH.

Mayor Awasthi presented the proclamation recognizing March 2022 as Women's History Month to Margaret Lukens and Kathy Wheeler representing the League of Women Voters, and Nirmala Bandra and Candra Williams, representing the San Mateo County Commission on the Status of Women.

PUBLIC

Eva Hess addressed the City Council in person regarding housing.

Without objection from the City Council, Mayor Awasthi took “Youth Advisory Committee's 2021 Year End Report, Review of Mission Statement, and Goals for 2022” out of agenda order.

REPORTS

YOUTH ADVISORY COMMITTEE'S 2021 YEAR END REPORT, REVIEW OF MISSION STATEMENT, AND GOALS FOR 2022. MINUTE ORDER NO. 1842.

Youth Advisory Committee Chair Sophia Gomes presented the Youth Advisory Committee's 2021 Year End Report, Review of Mission Statement, and Goals for 2022.

Motion by Councilmember Gehani, seconded by Vice Mayor Froomin, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1842, receiving and accepting the Youth Advisory Committee's 2021 Year End Report, Review of Mission Statement, and Goals for 2022.

CONSENT CALENDAR

Motion by Councilmember/Director Hindi, seconded by Councilmember/Director Gehani, and carried unanimously by roll call vote, 5-0-0, approving the following items on the City/District Consent Calendar:

City/EMID Consent Calendar

1. Minutes of Special Meeting of February 17, 2022;
2. Minutes of Regular Meeting of February 22, 2022; and
3. City Resolution No. 2022-20, “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 New Traffic Signals at Various Locations Project (CIP 301-681).”

PUBLIC HEARING

BELOW MARKET RATE INCLUSIONARY HOUSING PROGRAM (RZ2021-0004), AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT (RZ2019-0001), ZONING OF SEVEN APARTMENT PROPERTIES WITHIN AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT (RZ2020-0001), AND ESTABLISHING RATES FOR A BELOW MARKET RATE HOUSING IN-LIEU FEE. CITY RESOLUTION NO. 2022-21.

Mayor Awasthi opened a public hearing to hear and consider public comments regarding Below Market Rate Inclusionary Housing Program (RZ2021-0004), Affordable Housing Overlay Combining District (RZ2019-0001), Zoning of Seven Apartment Properties Within

Affordable Housing Overlay Combining District (RZ2020-0001), and Establishing Rates for a Below Market Rate Housing In-Lieu Fee.

Community Development Director Subhashini and Consultant Planner Carmichael presented the staff report.

The following people addressed the City Council via email:

1. Connie Vial;
2. Charles and Linda du Mee, 18 Coral Lane;
3. Terry Kao, 110 Williams Lane;
4. Ran Lin, 465 Chesapeake Avenue;
5. Shreya Reddy;
6. Meggan and James Swenson;
7. Grace Castillo, 26 Port Royal Avenue;
8. Aileen Catanzarita, 412 Chesapeake Avenue;
9. Yue Wu; and
10. Kalisha Webster, representing Housing Choices.

The following people addressed the City Council in person:

1. Lorne Needle, 14 Lyme Lane;
2. Don Carlson, 288 Boothbay Avenue; and
3. Jack Bearden.

The following people addressed the City Council via teleconference:

1. Charles du Mee;
2. Shreya Reddy (SR); and
3. Prakash.

Without objection from the City Council, Mayor Awasthi closed the public hearing.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Vice Mayor Froomin, and carried by roll call vote, 4-1-0, Councilmember Gehani voted “no”, to introduce “An Ordinance of the City of Foster City Adding a New Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17, Zoning, of the Foster City Municipal Code Relating to Inclusionary Housing” by title and waive further reading with amendments to add to the end of section 17.90.040.A “as applicable to the demolished units.”

Motion by Councilmember Hindi, seconded by Councilmember Sullivan, and carried by roll call vote, 4-1-0, Councilmember Gehani voted “no”, to pass ordinance to second reading.

Motion by Vice Mayor Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, to reconsider “An Ordinance of the City of Foster City

Adding a New Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17, Zoning, of the Foster City Municipal Code Relating to Inclusionary Housing.”

Motion by Councilmember Sullivan, seconded by Vice Mayor Froomin, and carried unanimously by roll call vote, 5-0-0, to introduce “An Ordinance of the City of Foster City Adding a New Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17, Zoning, of the Foster City Municipal Code Relating to Inclusionary Housing” by title and waive further reading with amendments to add to the end of section 17.90.040.A “as applicable to the demolished units”; remove section 17.90.080.A. providing for payment of below market rate housing in lieu fee as an alternative for developments over 10 units or more; and any conforming changes to recitals, findings and ordinance.

Motion by Councilmember Gehani, seconded by Vice Mayor Froomin, and carried unanimously by roll call vote, 5-0-0, to pass ordinance to second reading.

Motion by Vice Mayor Froomin, seconded by Councilmember Hindi, and carried unanimously by roll call vote, 5-0-0, to introduce “An Ordinance of the City of Foster City Adding a New Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17, Zoning, of the Foster City Municipal Code” by title and waive further reading with amendments to add “or (ii) in a residential development project that will require the demolition of dwelling units, the number of dwelling units demolished, provided the residential development project will create at least as many dwelling units as will be demolished and otherwise complies with the requirements of California Government Code Section 666300 (d), as applicable to the demolished units” to end of section 17.92.040.B; change the 15% inclusionary option to a requirement by deleting language “may instead choose to” in section 17.92.040.A and replacing it with “shall”; and any conforming changes to recitals, findings and ordinance.

Motion by Vice Mayor Froomin, seconded by Councilmember Gehani, and carried unanimously by roll call vote, 5-0-0, to pass ordinance to second reading.

Motion by Councilmember Sullivan, seconded by Vice Mayor Froomin, and carried by roll call vote, 4-1-0, Councilmember Gehani voted “no” to introduce “An Ordinance of the City of Foster City Amending the Foster City Zoning Map to Zone Certain Properties Within the Affordable Housing Overlay Combining District” by title and waive further reading.

Motion by Vice Mayor Froomin, seconded by Councilmember Sullivan, and carried by roll call vote, 4-1-0, Councilmember Gehani voted “no” to pass ordinance to second reading.

Motion by Councilmember Gehani, seconded by Vice Mayor Froomin, and carried unanimously by roll call vote, 5-0-0, to adopt City Resolution No. 2022-21 “A Resolution of the City Council of the City of Foster City Amending the City’s Master Fee Schedule to Adopt a Fee for Below Market Rate Housing In-Lieu Fees.”

RECESS. The Mayor/President recessed the meeting from 9:05 pm – 9:10 pm.

REPORTS

RECREATION CENTER PROJECT UPDATE - NEXT STEPS. MINUTE ORDER NO.1843.

Interim City Manager Miller and Public Works Director Sun presented the staff report.

Susan Lessin addressed the City Council via teleconference.

Discussion ensued.

Motion by Vice Mayor Froomin, seconded by Councilmember Sullivan, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1843, directing staff to:

1. Confirm the City Council's intent to adopt a resolution appropriating Transfer Outs of \$36 million from the Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 million from General Fund reserves to City CIP Fund 301 for the Recreation Center Replacement Project (CIP 301-678) and increasing the CIP 301-678 expenditure budget by \$55 million as part of the Annual Budget;
2. Proceed with the Request for Proposals process for design services, construction management services, construction inspection services, and materials testing; and
3. Proceed with the request for additional staffing of two positions to support the project, which will be submitted for City Council review at the Budget Study Session Meeting on May 9, 2022, and will ultimately be approved concurrently with adoption of the City budget.

REPORT ON GENERAL FUND REVENUE ENHANCEMENT BALLOT MEASURES. MINUTE ORDER NO. 1844.

Finance Director Suen presented the staff report.

Discussion ensued.

Motion by Councilmember Gehani, seconded by Vice Mayor Froomin, and carried unanimously by roll call vote, 5-0-0, adopting Minute Order No. 1844, receiving and accepting the report on General Fund Revenue Enhancement Ballot Measures.

RESOLUTIONS FOR ADOPTION

REVENUES AND EXPENDITURES BUDGET FOR THE REMAINDER OF FY 2021-2022 FOR THE WORKFORCE HOUSING FUND (FUND 139). CITY RESOLUTION NO. 2022-22.

Community Development Director Subhashini and Consulting Planner Carmichael presented the staff report.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Vice Mayor Froomin, and carried by roll call vote, 4-0-1, Councilmember Sullivan abstained, adopting City Resolution No. 2022-22, "A Resolution of the City Council of the City of Foster City Providing Direction and Approving Revenues and Expenditures Budget for the Remainder of FY 2021-2022 for the Workforce Housing Fund (Fund 139)" with amendments to proceed with item 1 and 5 as presented in the resolution, proceeding with redesignating 5 moderate income Below Market Rate Units to 2 very low income units and 3 low income units, and using funds from the from the Capital Asset Acquisition and Replacement Fund (CAARF) to complete the purchase of the Workforce Housing Apartments approved by Resolution No. 2019-72.

COMMUNICATIONS

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.

City/District Warrants of Demands were Processed and Issued on February 5, 2022 and February 15, 2022; ACH were Processed on January 27, 2022, February 5, 2022 and February 15, 2022.

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

Councilmember/Director Sullivan stated he participated in the One Day Homeless Count and Survey for San Mateo County. On February 24, he joined a tour of the Levee Project, and on March 4, he attended Leadership training.

Councilmember/Director Gehani stated he attended the Council of Cities meeting on February 25 with Vice Mayor Froomin and Councilmember Hindi.

Vice Mayor/Vice President Froomin welcomed the public back to in person meetings.

Mayor/President Awasthi stated she joined the Levee Project tour on February 28 and thanked Public Works Director Sun and Senior Engineer Magno for the informative tour. She stated she participated in the Read Aloud at Beach Park Elementary School and said it was a great experience.

CLOSED SESSION

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

1. Conference with Legal Counsel – Existing Litigation (Government Code § 54956.9(d)(1)):

- High Level Training Center LLC (aka Gold Medal Martial Arts), U.S. Bankruptcy Court California Northern Bankruptcy Court – Case number: 21-30452;
2. Public Employee Appointment (Government Code §54957)
Title: City Manager; and
 3. Report Out from Closed Session.

Meeting recessed into Closed Session at 11:06 p.m. and reconvened at 11:40 p.m.

City Attorney Stock reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi adjourned the meeting. Meeting adjourned at 11:40 p.m.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF FOSTER CITY ADDING A NEW CHAPTER 17.90, BELOW MARKET RATE INCLUSIONARY HOUSING PROGRAM, TO TITLE 17, ZONING, OF THE FOSTER CITY MUNICIPAL CODE RELATING TO INCLUSIONARY HOUSING

CITY OF FOSTER CITY

WHEREAS, there is a shortage of affordable housing in the City of Foster City ("City") as documented in the 2015-2023 General Plan Housing Element; and

WHEREAS, California Government Code Section 65580(d) states that all cities have a responsibility to use the powers vested in them to facilitate the improvement and development of housing and to make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, consistent with State law, Housing Element Goal H-E is to "Address Affordable Housing Needs: Meet the City's "fair share" of very low, low, and moderate income housing need and the needs of special groups, including the elderly, handicapped, small and large families, extremely low income households and persons, single parents and local workers"; and

WHEREAS, in order to implement Housing Element Goal H-E, Housing Element Policy H-E-2a provides that 20% of all units, excluding bonus units, in residential projects be affordable; and

WHEREAS, the City wishes to implement Housing Element Policy H-E-2a with clear and objective standards to be set forth in an ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code; and

WHEREAS, adopting clear and objective standards for the provision of inclusionary housing within residential development projects will encourage the development and availability of housing opportunities to a broad range of households with varying income levels within the City, as mandated by State Law, and is essential for the public welfare; and

WHEREAS, requiring inclusionary housing will increase the supply of below market rate housing to meet the City's regional share of very low-, low- and moderate-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers; and

WHEREAS, provision of housing at a variety of income levels will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will affirmatively further the policies and purposes of the Fair Housing Act, also known as "Affirmatively Further Fair Housing" by reducing segregation and concentration of poverty; and

WHEREAS, the City has received and considered the analysis prepared by Economic and Planning Systems, Inc. (EPS), including memorandum titled "Housing Fee Implementation Considerations" (January 24, 2022), "Rental Inclusionary Housing In-Lieu Fee" (January 20, 2022), and "Ownership Inclusionary Housing In-Lieu Fee" (January 11, 2022) (collectively, the "EPS Studies"); and

WHEREAS, the new Chapter 17.90, Below Market Rate Inclusionary Housing Program, authorizes the City Council to adopt a Below Market Rate Housing In-lieu Fee, which a project developer may, in certain prescribed instances, pay as an alternative to the development and construction of below market rate dwelling units; and

WHEREAS, the payment of any Below Market Rate Housing In-lieu Fees will be deposited in the City's Affordable Housing Fund, to be used to finance the development of new affordable housing or the rehabilitation of existing affordable housing, to provide affordable housing programs in the City, to leverage flexible local funds for larger State and Federal grants, and to administer the City's Affordable Housing Program; and

WHEREAS, the Planning Commission considered the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code at a noticed public hearing on February 3, 2022 and adopted Resolution P-01-22 recommending City Council approval; and

WHEREAS, the City provided notice of the public hearing (“**Notice**”) and held a public hearing on March 7, 2022, regarding the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, pursuant to Government Code Section 65856; and

WHEREAS, as required by Government Code Sections 65856 and 65090, the Notice contained the information required by Government Code Section 65094, and was published in compliance with Government Code Section 6061 on February 16, 2022 and February 23, 2022 in the Foster City Islander, a newspaper of general circulation with the City of Foster City; and

WHEREAS, the City Council of the City of Foster City carefully reviewed and considered the staff report and all attachments thereto presented as part of the agenda for the public hearing regarding the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, including the EPS Studies and this Ordinance, any and all timely submitted correspondence, all information submitted at or prior to the public hearing, and all public comment and testimony presented at the public hearing (collectively, the “**Record**”); now, therefore, be it resolved that

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council does hereby find and determine based upon the aforementioned Record as follows:

- (a) The Public Hearing was properly noticed and conducted in accordance with State law and the Foster City Municipal Code; and
- (b) The adoption of the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, is exempt from review under the California Environmental Quality Act (CEQA) as it is not considered a ‘project’ under Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because the ordinance will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In addition, even if the adoption of the ordinance was considered a “project” under CEQA, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed ordinance is covered by the common sense exemption providing that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where, as is the case with the adoption of this proposed ordinance, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

- (c) The provision of safe and stable housing for households at all income levels is essential for the public welfare of the City. Housing in Foster City, both rental and for-sale housing, has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of very low, low, or moderate income households. As a result, there is a severe shortage of adequate, affordable housing for very low, lower, and moderate income households, as evidenced by the findings in the City's 2015 – 2023 Housing Element: and
- (d) As provided in the Housing Element of the General Plan, Housing Element Goal H-E, Housing Element Program H-E-2 "Private Development of Affordable Housing – Inclusionary Requirement", the City wishes to require the production of affordable units in connection with the approval of residential development projects; and
- (e) The proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, is consistent with the General Plan.

Section 3. Chapter 17.90, Below Market Rate Inclusionary Housing Program, is hereby added to Title 17, Zoning, of the Foster City Municipal Code to read as follows:

Chapter 17.90

BELOW MARKET RATE INCLUSIONARY HOUSING PROGRAM

Sections:

17.90.010 Purpose.

17.90.020 Definitions.

17.90.030 Applicability.

17.90.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

17.90.050 Payment of a Below Market Rate Housing In-Lieu Fee.

17.90.060 Standards for Below Market Rate Dwelling Units.

17.90.070 Below Market Rate Housing Plan and Below Market Rate Housing Agreement.

17.90.080 Alternatives.

17.90.090 Waiver of Requirements.

17.90.100 Affordable Housing Fund.

17.90.110 Enforcement.

17.90.010 Purpose.

The purpose of this Chapter, to be known as the Below Market Rate Inclusionary Housing Program, is to:

- A. Enhance the public welfare by establishing policies and encouraging the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, California Government Code Section 65580 and following; and
- B. Promote the City's goals as stated in the Housing Element of the General Plan to increase the supply of below market rate housing to meet the City's regional share of very low-, low- and moderate-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers by imposing an inclusionary requirement for residential development projects; and
- C. Reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and
- D. Support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and
- E. Affirmatively further the policies and purposes of the Fair Housing Act, also known as "Affirmatively Further Fair Housing" by reducing segregation and concentration of poverty; and
- F. Implement the City's adopted inclusionary policy contained in the Housing Element of the General Plan by creating standards and a mechanism to provide below market rate dwelling units as part of new residential development projects; and
- G. Provide for the establishment and imposition of a Below Market Rate Housing In-Lieu Fee on residential development projects as an alternative means of mitigating the impact of residential development projects on the need for below market rate dwelling units in the City, as opposed to the development and construction of below market rate dwelling units as part of residential development projects, in certain circumstances.

17.90.020 Definitions.

- A. "Below Market Rate Housing Fund" means a separate or segregated fund or account designated by the City to maintain and account for all monies received pursuant to this Chapter.
- B. "Below market rate ownership cost" means the sale price for a below market rate dwelling unit, available as a for-sale unit, resulting in a projected average monthly housing expense during the first calendar year of an eligible household's occupancy, including mortgage principal and interest, mortgage insurance,

property taxes, homeowners insurance, homeowners' association dues, if any, and a reasonable allowance for utilities, not exceeding the sales prices specified by Section 50052.5 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924.

- C. "Below market rate rent" means the total monthly housing expenses for a below market rate dwelling unit, available as a rental unit, not exceeding the rents specified by Section 50053 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted rental housing. As used in this Chapter, "below market rate rent" shall include the total of monthly payments by the tenant for all of the following:
1. Use and occupancy of the below market rate dwelling unit and land and all facilities associated with the below market rate dwelling unit, including but not limited to parking (whether unbundled or not), bicycle storage, storage lockers, and use of all common areas;
 2. Any additional separately charged fees or service charges assessed by the owner, other than security deposits;
 3. An allowance for utilities paid by the tenant as established by the San Mateo County Housing Authority which may be updated from time to time, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuel, but not telephone service, cable TV or WiFi/internet; and
 4. Any other interest, taxes, fees or charges for use of the land or below market rate dwelling unit or associated facilities and assessed by a public or private entity other than the owner, and paid by the tenant.
- D. "Below market rate dwelling unit" means a dwelling unit in a residential development project that is restricted for sale or rental to and occupancy by an eligible household at a below market rate ownership cost or below market rate rent, as applicable, and as required by this Chapter.
- E. "Below Market Rate Housing Administrative Guidelines" means guidelines adopted by the Community Development Director from time to time for determining household income, below market rate ownership cost, below market rate rent, eligible households, monitoring, reporting, scope of Below Market Rate Housing Plan, terms of Below Market Rate Housing Agreement, and any other relevant rules, regulations or provisions necessary for the administration of this Chapter.
- F. "Below Market Rate Housing Agreement" means an agreement that shall specify the number, type, location, size, and phasing of all below market rate dwelling units required in a residential development project, provisions for income certification and screening of potential purchasers or renters of below market rate dwelling units, and resale control mechanisms, including the financing of ongoing administrative and monitoring costs, consistent with the approved Below Market Rate Housing Plan, as determined by the Community Development Director.

- G. "Below Market Rate Housing In-Lieu Fee" means the fee imposed on each dwelling unit of a residential development project, established by resolution of the City Council and updated from time to time, not to exceed the cost of mitigating the impact of residential development projects on the need for below market rate dwelling units in the City.
- H. "Below Market Rate Housing Plan" means a plan prepared by the developer of a residential development project that describes how the proposed dwelling units conform to the requirements of this Chapter, and City and State Density Bonus law requirements, as applicable, and shall include, at a minimum, procedures and requirements for determining eligible households for rental of rental units or purchasers of for-sale units, occupancy requirements, initial and ongoing marketing policies, application process, waitlist management, income verification requirements, annual recertification, if applicable, rejection of ineligible applicants and eligibility termination, and such other provisions as the Community Development Director may prescribe from time to time pursuant to Below Market Rate Housing Administrative Guidelines.
- I. "Building permit" includes full structural building permits as well as partial permits such as foundation-only permits and demolition permits.
- J. "Density bonus" means entitlement to build additional residential units above the maximum number of units permitted pursuant to the existing General Plan, applicable specific plan and/or zoning designation, and as further specified in Chapter 17.86 of this Title and California Government Code Section 65915 ("State Density Bonus Law").
- K. "Developer" means the person(s) or legal entity(ies), including the property owner, seeking a planning permit or building permit for a residential development project.
- L. "Dwelling unit" means a dwelling designed for occupancy by one (1) household; the foregoing notwithstanding, Dwelling Unit shall not include an Accessory Dwelling Unit as defined in Section 17.78.040, Chapter 17.78 of this Title.
- M. "Eligible household" means those households whose maximum income does not exceed levels published annually for extremely low income households, very low income households, low income households, and moderate income households, adjusted for household size and appropriate for the below market rate dwelling unit.
- N. "Extremely low income households" means households with incomes no greater than the maximum income for extremely low income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.
- O. "For-sale unit" means a dwelling unit that may be sold individually in conformance with the Subdivision Map Act. For-sale units also include dwelling units that are converted from rental units to for-sale units.

- P. "Low income households" means households with incomes no greater than the maximum income for low income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.
- Q. "Market rate unit" means a dwelling unit in a residential development project that is not a below market rate dwelling unit.
- R. "Moderate income households" means households with incomes no greater than the maximum income for moderate income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.
- S. "One (1) location" includes all adjacent parcels of land under common ownership or control, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way, or separated only by the lands owned or controlled by the developer.
- T. "Planning permit" means any discretionary approval of a residential development project, including, without limitation, a general or specific plan adoption or amendment, rezoning, tentative map, parcel map, conditional use permit, variances, or architectural review.
- U. "Rental unit" means a dwelling unit that is intended to be offered for rent or lease and that cannot be sold individually in conformance with the Subdivision Map Act.
- V. "Residential development project" means an application for a planning permit or building permit at one (1) location to create one (1) or more dwelling units, redevelop an existing residential development project to remove and replace dwelling units and/or create one (1) or more additional dwelling units, convert nonresidential uses to dwelling units, subdivide a parcel to create one (1) or more separately transferable parcels intended for development of dwelling units, or implement a condominium conversion, including development of dwelling units constructed at one (1) location and in phases.
- W. "Review authority" means the City staff person or body authorized to approve or deny an application for a planning permit or building permit for a residential development project.
- X. "Very low income households" means households with incomes no greater than the maximum income for very low income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit

alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.

17.90.030 Applicability.

The requirements of this Chapter shall apply to any residential development project as set forth below.

- A. **Residential Development Projects: Five (5) to Nine (9) Dwelling Units.**
Residential development projects containing five (5) to nine (9) dwelling units are hereby required, as a condition of issuance of a planning permit or building permit, to either (i) pay a Below Market Rate Housing In-Lieu Fee for each dwelling unit upon issuance of a building permit, or (ii) construct below market rate units on the location of the residential development project per Section 17.90.040 (Requirements for Inclusion of Below Market Rate Dwelling Units), make said below market rate dwelling units available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable, and secure said obligation pursuant to a Below Market Rate Housing Agreement as set forth in Section 17.90.070.E (Below Market Rate Housing Agreement).
- B. **Residential Development Projects: Ten (10) Dwelling Units or More.**
Residential development projects of ten (10) dwelling units or more are hereby required, as a condition of issuance of a planning permit or building permit, to construct below market rate units on the location of the residential development project per Section 17.90.040 (Requirements for Inclusion of Below Market Rate Dwelling Units), make said below market rate dwelling units available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable, and secure said obligation pursuant to a Below Market Rate Housing Agreement as set forth in Section 17.90.070.E (Below Market Rate Housing Agreement).
- C. **Exemptions.** The provisions of this Chapter shall not apply to developers of residential development projects which fall within one (1) or more of the following categories:
 - 1. Residential development projects containing four (4) or fewer dwelling units;
 - 2. Residential development projects located on property owned by the State of California, the United States of America, or any of its agencies and used exclusively for governmental or educational purposes;
 - 3. Residential development projects involving the repair or replacement of a building that was damaged or destroyed by fire or other calamity, so long as (i) the square footage and use of the building remains the same, (ii) construction of the replacement building is conducted in accordance with California Government Code Section 65852.25, which section requires a building permit to be secured within two (2) years of the occurrence of any such event, and (iii) in accordance with California Health and Safety Code Section 18938.6, construction begins within one (1) year from the issuance of a building permit, subject to the issuance

of one or more extensions, not to exceed 180 days, upon a showing of justifiable cause by the applicant to the satisfaction of the building official;

4. Accessory dwelling units (ADUs) or Junior accessory dwelling units (JADUs) as defined in Chapter 17.78 of the Foster City Municipal Code;
5. Residential development projects which are developed in accordance with the terms of a development agreement adopted by ordinance pursuant to the authority and provisions of California Government Code Section 65864 et seq., and that is executed prior to the effective date of the ordinance codified in this Chapter, provided that such residential development projects shall comply with any below market rate inclusionary housing requirements included in the development agreement or any predecessor ordinance in effect on the date the development agreement was executed;
6. Residential development projects exempted by California Government Code Section 66474.2 or 66498.1 or successor provision, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date the application for the development was deemed complete;
7. Residential development projects exempted by California Government Code Section 65589.5 (o) or successor provision, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date that a preliminary application for the development containing all of the information required by California Government Code Section 65941.1 was submitted to the City; or
8. Residential development projects for which all applications for City of Foster City discretionary development entitlements required to develop the project have been deemed complete prior to the effective date of the ordinance codified in this Chapter, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date the application for the development was deemed complete.

17.90.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

- A. Number of Below Market Rate Dwelling Units and Level of Affordability.** Residential development projects of ten (10) dwelling units or more shall construct, or cause to be constructed, the number of below market rate dwelling units as specified below. For the purposes of this section, "total dwelling units" does not include (i) dwelling units awarded above the otherwise-allowable maximum density as part of a density bonus in Chapter 17.86 (Density Bonuses), as provided by California Government Code Section 65915 (b)(3), or (ii) in a residential development project that will require the demolition of dwelling units, the number of dwelling units demolished, provided the residential development project will create at least as many dwelling units as will be demolished and otherwise complies with the requirements of

California Government Code Section 66300 (d), as applicable to the demolished units.

1. **Rental Projects.** Five percent (5%) of the proposed total dwelling units in a rental residential development project shall be below market rate dwelling units occupied by or available for occupancy by moderate income households at or below market rate rents; five percent (5%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by low income households at or below market rate rents; and ten percent (10%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by very low income households at or below market rate rents. Alternative percentages and levels of affordability may be considered as part of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement (Section 17.90.070) and the reviewing authority may approve or conditionally approve such an alternative if it determines, based on substantial evidence, that such alternative percentages and levels of affordability will provide as many or more below market rate units at the same or lower income levels or will otherwise provide greater public benefit than the standard requirement.
 2. **Ownership Projects.** Twenty percent (20%) of the proposed total dwelling units in a for-sale residential development project shall be below market rate dwelling units sold to and occupied by or available for sale to and occupancy by moderate income households at or below market rate ownership cost.
 3. **Fractional Units.** In calculating the number of below market rate dwelling units required pursuant to Sections 17.90.040.A.1 and 17.90.040.A.2 above, any fraction of less than 0.50 shall be satisfied by payment of an amount equal to the Below Market Rate Housing In-Lieu Fee, as adopted by the City Council applicable to rental or ownership residential developments, times the applicable fraction, and any fraction of 0.50 or more shall be satisfied by developing one (1) below market rate dwelling unit available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable.
- B. **Density Bonus.** Below market rate dwelling units that satisfy the requirements of this Chapter may be counted toward the number of below market rate dwelling units required for a density bonus under California Government Code Sections 65915-65918. To be eligible, the below market rate dwelling units shall meet all of the applicable requirements in California Government Code Section 65915. These requirements, including application submittal requirements and replacement housing obligations, are set forth in Chapter 17.86 (Density Bonuses).

17.90.050 Payment of Below Market Rate Housing In-Lieu Fee.

- A. **Amount.** The amount of the Below Market Rate Housing In-Lieu Fee applicable to rental residential development projects and ownership residential development projects shall be established from time to time by resolution of the City Council. The Below Market Rate Housing In-Lieu Fee established for rental residential

development projects and ownership residential development projects shall not exceed the cost of mitigating the impact of rental or ownership residential development projects on the need for below market rate dwelling units in the City.

- B. **Timing of Payment.** Payment of the Below Market Rate Housing In-Lieu Fee shall be due prior to the issuance of the first building permit for the residential development project. The Below Market Rate Housing In-Lieu Fee shall be calculated based on the type of residential development project (i.e. either rental or ownership), and the applicable fee schedule in effect at the time the building permit is issued for a rental residential development project or ownership residential development project.

17.90.060 Standards for Below Market Rate Dwelling Units.

- A. **Quality of Construction and Number of Bedrooms.** All below market rate dwelling units required by this Chapter shall be equal to the overall quality of construction to market-rate units in the same residential development project as follows:
1. The exterior appearance of the below market rate dwelling units shall be the same as that of market-rate units.
 2. Interior finishes and amenities of the below market rate dwelling units shall not differ from those provided in the base model market rate units.
 3. The number of bedrooms in the below market rate dwelling units shall be equal to the average number of bedrooms in the market-rate units, including square footage by unit size, and the below market rate dwelling units shall be dispersed within the residential development project, with the location of below market rate dwelling units comparable to those of the market-rate units, subject to review and approval by the Community Development Director.
 4. The below market rate dwelling units shall have access to the same amenities as the market rate units and shall be included within the below market rate ownership cost or below market rate rent for the below market rate dwelling unit. For example, residents of the below market rate dwelling units shall not be excluded from common open space, parking, storage, and other community facilities or amenities in the residential development project, nor shall households residing in below market rate dwelling units be charged more than an below market rate rent or an below market rate ownership cost as defined in Section 17.90.020 (Definitions) for the use of such facilities and amenities.
- B. **Availability for Occupancy.** Below market rate dwelling units required by this Chapter shall be made available for occupancy concurrently with the market-rate units. For the purposes of this subsection, "concurrently" means that the City may not issue building permits for more than fifty (50) percent of the market-rate units until it has issued building permits for all of the below market rate dwelling units, and the City may not approve any final inspections or certificates of occupancy for more than fifty (50) percent of the market-rate units until it has issued final inspections or certificates of occupancy for all of the below market rate dwelling units.

C. Duration of Affordability.

1. **Ownership.** Below market rate dwelling units available as a for-sale unit produced as required by this Chapter shall, pursuant to the terms of a Below Market Rate Housing Agreement, be legally restricted for sale to and occupancy by eligible households within the income levels for which the below market rate dwelling units were designated and at a below market rate ownership cost for a period of at least forty-five (45) years from the date of recordation of each grant deed. Resale of the below market rate dwelling unit during the forty-five (45) year term shall be restricted to eligible households at a below market rate ownership cost as defined herein and set forth in the Below Market Rate Housing Agreement recorded against the below market rate dwelling unit and the forty-five (45) year term shall start over with each resale. If a below market rate dwelling unit has not been sold or resold prior to the expiration of the forty-five (45) year term, then upon the expiration of the forty-five (45) year term, the restrictions set forth in the Below Market Rate Housing Agreement shall terminate, expire and be of no further force or effect and the dwelling unit may then be sold at market rate. The Below Market Rate Housing Agreement shall be recorded against the property of the applicable residential development project and below market rate dwelling unit(s) in accordance with the provisions of and consistent with the form specified in Section 17.90.070.E.
 2. **Rental.** Below market rate dwelling units available as a rental unit produced as required by this Chapter or pursuant to the provisions of California Government Code Section 66300 (d) shall, pursuant to the terms of a Below Market Rate Housing Agreement, be legally restricted to occupancy by eligible households within the income levels for which the below market rate dwelling units were designated and at an below market rate rent for a period of at least ninety-nine (99) years from the date a certificate of occupancy is issued by City for the entire residential development project. The foregoing notwithstanding, the Community Development Director, or his or her designee, may, in the exercise of her or his discretion, accept a shorter period of affordability of no less than fifty-five (55) years, if the applicable residential development project provides substantial evidence that a shorter-term restriction is necessary and required in order to obtain financing for the applicable residential development project. The Below Market Rate Housing Agreement shall be recorded against the property of the applicable residential development project in accordance with the provisions of and consistent with the form specified in Section 17.90.070.E.
- D. **Eligibility.** No eligible household may occupy a below market rate dwelling unit available as a rental unit or acquire a below market rate dwelling unit available as a for-sale unit until the Community Development Director, or his or her designee, has approved a Below Market Rate Housing Plan prepared by the developer, which plan shall include eligibility requirements specific to the residential development project, and an Below Market Rate Housing Agreement has been recorded against the residential development project in accordance with Section 17.90.070.E.

- E. **Principal Residence.** Any eligible household that occupies a below market rate dwelling unit must occupy that dwelling unit as its principal residence, unless otherwise approved in writing for rental to a third party for a limited period of time due to household hardship, as determined and approved by the City in advance and in accordance with Below Market Rate Housing Administrative Guidelines.
- F. **Below Market Rate Housing Administrative Guidelines.** The Community Development Director, or his or her designee, may, from time to time, adopt and revise rules, regulations and guidelines for determining household income, below market rate housing cost, below market rate rent, determining eligible households of for-sale units and rental units, establishing monitoring and reporting requirements for residential development projects, and such other provisions and requirements as are relevant to the administration of this Chapter.
- G. **Housing Preferences.** Subject to applicable state and federal fair housing laws, the City Council may, from time to time, adopt preferences for the sale or rental to and occupancy of below market rate dwelling units at the applicable below market rate ownership cost or below market rate rent, as applicable, to eligible households that live and/or work in the City or any other characteristics the City Council deems appropriate to further the purposes of this Chapter. The City Council may also, from time to time, adopt preferences applicable to specific residential development projects.

17.90.070 Below Market Rate Housing Plan and Below Market Rate Housing Agreement.

- A. **Required.** A Below Market Rate Housing Plan is required for any residential development project that provides below market rate dwelling units, either on-site or off-site. The Below Market Rate Housing Plan shall describe how the proposed dwelling units conform to the requirements of this Chapter and City and State Density Bonus law requirements, as applicable. Further, the Below Market Rate Housing Plan shall include, at a minimum, procedures and requirements for determining eligible households for rental of rental units or purchasers of for-sale units, occupancy requirements, initial and ongoing marketing policies, application process, waitlist management, income verification requirements, annual recertification, if applicable, rejection of ineligible applicants and eligibility termination, funding by developer of ongoing administration and monitoring costs to be incurred by City following occupancy of below market rate dwelling units, and such other provisions as the Community Development Director, or his or her designee, may prescribe from time to time pursuant to Below Market Rate Housing Administrative Guidelines. Below Market Rate Housing Plans are not required for residential development projects that are not required to provide for the construction, sale and/or rental of on-site or off-site below market rate dwelling units, in compliance with the provisions of this Chapter.
- B. **Submittal and Review.** The Below Market Rate Housing Plan must be submitted prior to the first planning permit application being deemed complete. The Below Market Rate Housing Plan shall be processed concurrently with all other planning permits required for the residential development project.

- C. **Approval of On-site Below Market Rate Dwelling Units.** The review authority may approve or conditionally approve a Below Market Rate Housing Plan that proposes on-site below market rate dwelling units if it makes findings, based on substantial evidence, that:
1. The on-site below market rate dwelling units comply with the applicable standards in this Chapter, including, without limitation, the requirement that the below market rate dwelling units be made available for occupancy concurrently with the market-rate units.
 2. The on-site below market rate dwelling units will mitigate the impact of the market rate units in the residential development project on the need for below market rate dwelling units in the City.
- D. **Amendments.** The approved Below Market Rate Housing Plan may be amended prior to issuance of any building permit for the residential development project. A request for a minor modification of an approved Below Market Rate Housing Plan may be granted by the Community Development Director if the modification is substantially in compliance with the original Below Market Rate Housing Plan and conditions of approval. Other significant or substantial modifications to the Below Market Rate Housing Plan, as determined by the Community Development Director, shall be processed in the same manner as the original Below Market Rate Housing Plan.
- E. **Below Market Rate Housing Agreements.** As a condition of approval of a residential development project, a Below Market Rate Housing Agreement acceptable to the Community Development Director, approved by the City Attorney and executed by the City Manager, shall be recorded against the residential development project prior to approval of any final or parcel map, or issuance of any building permit, whichever occurs first. The Below Market Rate Housing Agreement shall specify the number, type, location, size, and phasing of all below market rate dwelling units, provisions for income certification and screening of potential purchasers or renters of below market rate dwelling units, and resale control mechanisms, including funding by developer of ongoing administrative and monitoring costs incurred by City, consistent with the approved Below Market Rate Housing Plan. The Below Market Rate Housing Agreement shall provide for the indemnification and defense of the City, as approved by the City Attorney, against any and all claims brought by any and all persons, including eligible households, in connection with the administration and implementation by City of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement. A Below Market Rate Housing Agreement applicable to below market rate dwelling units, available as for-sale units, shall require as a condition of the sale of a below market rate dwelling unit from developer to an eligible household, that the restrictions set forth in the Below Market Rate Housing Agreement and this Chapter be recorded against the below market rate dwelling unit in the form of a resale restriction agreement, performance deed of trust, and/or regulatory agreement, as approved by the City Attorney and executed by the City Manager, to ensure the continued affordability of the below market rate dwelling units.

17.90.080 Alternatives.

To the extent permitted by law, the City's objective is to obtain the actual development and construction of below market rate dwelling units within each residential development project, as opposed to the receipt of payment of Below Market Rate Housing In-Lieu Fees, construction of off-site below market rate dwelling units, or other such alternatives as set forth herein. Nevertheless, a developer may propose an alternative means of compliance with this Chapter subject to the following provisions:

A. Construction of Off-Site Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the construction of off-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The proposed off-site location is within the City of Foster City, is currently owned by the developer or is under contract for purchase by the developer, is not located in a flood hazard zone and does not contain environmentally sensitive habitat, is not contaminated with or otherwise impaired by the presence of hazardous materials or hazardous substances in the soil, soil vapor or groundwater in, on, or under the off-site location or emanating from lands in proximity thereto, as reflected in a Phase I Environmental Site Assessment, and if necessary, a Phase II Environmental Site Assessment, and development and construction of a residential development project on the proposed off-site location is consistent with the City's adopted General Plan, Housing Element, and Zoning; and
- b. The proposed off-site location is suitable for and development of a residential development project thereon is economically and financially feasible as determined by the City, in its sole discretion, pursuant to a feasibility analysis of a proposed residential development project on the proposed off-site location prepared by the City, at the expense of the developer, and approved by the City Council; and
- c. The proposed off-site location is adequately served by all required utilities and transportation infrastructure, all of which are appropriately sized to accommodate the proposed off-site below market rate units, the off-site residential development project, and all reasonable foreseeable probable future development within the area served by said utilities and transportation infrastructure; and
- d. The proposed off-site below market rate units are in addition to any below market rate dwelling units otherwise required for the off-site residential development project; and

- e. The construction of the proposed off-site below market rate dwelling units within the off-site residential development project has not commenced before the approval of the on-site residential development project, the off-site below market rate dwelling units will be available for occupancy prior to or concurrently with the market rate units within the on-site residential development project, and the inclusion of the below market rate dwelling units within the off-site residential development project will not, when combined with the below market rate inclusionary requirement of the off-site residential development project, significantly contribute to residential segregation by income level within the City; and
- f. The proposed off-site below market rate dwelling units would be provided in at least the same quantity and affordability levels as would be required for on-site units. The foregoing notwithstanding, any proposal to provide rental off-site below market rate dwelling units to satisfy an inclusionary requirement for an ownership project, shall comply with Sections 17.90.040.A.1 and 17.90.060.C.2 of this Chapter; and
- g. The proposed off-site below market rate dwelling units comply with all other requirements of this Chapter; and
- h. All necessary agreements required to secure the construction of the off-site below market rate dwelling units will be made a part of the affordable housing agreement required for the on-site residential development project; and
- i. Financing or a viable financing plan, which may include public funding sources, is in place for the acquisition of land, development and construction of the proposed off-site below market rate dwelling units; and
- j. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

B. Conversion of Off-Site Dwelling Units or Non-Residential Buildings to Off-Site Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the conversion of off-site dwelling units or non-residential buildings to off-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. All of the conditions as set forth in Section 17.90.080.A above; and
- b. The construction of the proposed off-site below market rate dwelling units shall be in addition to any replacement units otherwise required by State law, including but not limited to Government Code Sections 66300 (d) and 65915 (c)(3).

C. On-Site Clustering of Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the clustering of on-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070 as an alternative to the provisions of Section 17.90.060.A.3 requiring the reasonable dispersal of such units within the residential development project, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The clustering of on-site below market rate dwelling units is necessary to access and secure sources of financing needed for the residential development project; and
- b. Construction of the clustered below market rate dwelling units will occur prior to or concurrently with the construction of the market units in the residential development project; and
- c. The clustering of on-site below market rate dwelling units will not, when considered singularly or in connection with other residential development projects in the vicinity of the project, significantly contribute to residential segregation by income level within the City; and
- d. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

D. Alternative to On-Site Construction of Below Market Rate Dwelling Units – Donation of Land.

If a developer of a residential development project of ten (10) or more dwelling units proposes the donation of land to the City for the construction of below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The land proposed to be donated to the City is located within the City of Foster City, is currently owned by the developer or is under contract for purchase by the developer, is not located in a flood hazard zone and does not contain environmentally sensitive habitat, and development and construction of a residential development project on the site is consistent with the City's adopted General Plan, Housing Element, and Zoning; and
- b. The land proposed to be donated is suitable for and development of a residential development project thereon is economically and financially feasible as determined by the City, in its sole discretion, pursuant to a feasibility analysis of a proposed residential development project on the

land proposed to be donated prepared by the City, at the expense of the developer, and approved by the City Council; and

c. The land proposed to be donated to the City is adequately served by all required utilities and transportation infrastructure, all of which are appropriately sized to accommodate a residential development project on the site and all reasonable foreseeable probable future development within the area served by said utilities and transportation infrastructure; and

d. The fair market value of the land proposed to be donated equals or exceeds the value of the on-site below market rate dwelling units otherwise required to be provided as part of the residential development project, as shown in an appraisal of the land to be donated and a financial analysis of the proposed residential development project prepared by the City, at the expense of the developer, and approved by the City Council; and

e. The land proposed to be donated to the City shall not be contaminated with or otherwise impaired by the presence of hazardous materials or hazardous substances in the soil, soil vapor or groundwater in, on, or under the land to be donated or emanating from lands in proximity thereto, as determined by and to satisfaction of the City, in its sole discretion, pursuant to a Phase I Environmental Site Assessment, and if necessary, a Phase II Environmental Site Assessment, conducted under the direction of the City and at the expense of developer; and

f. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

17.90.090 Waiver of Requirements.

- A. **Timing of Request.** A developer of a residential development project may apply for a reduction, adjustment, or waiver of the requirements of this Chapter as part of an application for the approval of a planning permit or building permit, whichever permit is required first.
- B. **Application Requirements.** The developer must show that applying the requirements of this Chapter, without the requested reduction, adjustment or waiver, would result in an unconstitutional taking of property or would result in any other unconstitutional result. The developer shall set forth in detail the factual and legal basis for the claim, including all supporting technical documentation, and shall bear the burden of presenting the requisite evidence to demonstrate the alleged unconstitutional result.
- C. **City Assumptions.** The City may assume each of the following when applicable:
1. The developer will benefit from the incentives set forth in State Density Bonus law and the zoning ordinance; and
 2. The developer is able to provide the most economical below market rate dwelling units feasible in terms of financing, construction, design, location and tenure.

- D. **Decision.** The review authority, based upon legal advice provided by or at the behest of the City Attorney, may approve a reduction, adjustment, or waiver of the requirements of this Chapter if the review authority determines that applying the requirements of this Chapter would effectuate an unconstitutional taking of property or otherwise have an unconstitutional application to the property. The reduction, adjustment, or waiver may be approved only to the extent necessary to avoid an unconstitutional result after adoption of written findings, based on legal analysis and the evidence.
- E. **Changes to the Project.** If a reduction, adjustment, or waiver is granted, any subsequent change in the residential development project shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver per this section.

17.90.100 Affordable Housing Fund.

- A. **Establishment of the Affordable Housing Fund.** The City of Foster City has established an Affordable Housing Fund as set forth in Section 17.88.060 of the Foster City Municipal Code. The City reaffirms that the Affordable Housing Fund is created for the purpose of receiving and dispersing certain monies to address the housing needs of extremely low, very low, low and moderate income households. Separate accounts within the Affordable Housing Fund may be created from time to time to avoid commingling of monies, if required by law or as deemed appropriate for the administration of the Affordable Housing Fund.
- B. **Deposits.** All Below Market Rate Housing In-Lieu Fees or other funds collected under this Chapter, shall be deposited into the Affordable Housing Fund.
- C. **Use of Funds.** In addition to the purposes set forth in Section 17.88.060 of the Foster City Municipal Code, the monies in the Affordable Housing Fund, including all interest and earnings from investment of the monies therein, shall be expended exclusively to provide, or assure the continued provision of, below market rate dwelling units to extremely low income, very low income, lower income, and moderate income households in the City, through property acquisition, construction, development assistance, rehabilitation, conversion, financing, rental assistance or other subsidies or methods, consistent with the goals and policies contained in the City's Housing Element and the purposes for which the fees were collected, and for administration and compliance monitoring of the below market rate dwelling units established pursuant to this Chapter.
- D. **Guidelines.** The City Council may, from time to time, adopt guidelines for expenditure of monies in the Affordable Housing Fund.

17.90.110 Enforcement.

- A. **Nuisance.** Any violation of the provisions of this Chapter, or the terms or conditions of a planning permit or building permit issued for a residential development project, or the terms of a Below Market Rate Housing Plan or Below Market Rate

Housing Agreement approved in accordance with this Chapter, shall constitute a public nuisance.

- B. **Provision of Below Market Rate Dwelling Units; Payment Obligation.** Provision of below market rate dwelling units and/or payment of the Below Market Rate Housing In-Lieu Fee in accordance with the requirements of this Chapter is the obligation of the developer of a residential development project. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, modify or suspend any planning permit or building permit approved by the City.
- C. **City Attorney Enforcement.** The City Attorney shall be authorized to enforce the provisions of this Chapter and all Below Market Rate Housing Agreements, resale restrictions, performance deeds of trust, regulatory agreements, and all other covenants or restrictions placed on residential development projects or below market rate dwelling units, by civil action and any other proceeding or method permitted by law. The City shall be entitled to recover its costs, expenses and fees, including reasonable attorneys' fees, incurred in connection with the enforcement of the provisions of this Chapter and all Below Market Rate Housing Agreements, resale restrictions, performance deeds of trust, regulatory agreements, and all other covenants or restrictions placed on residential development projects or below market rate dwelling units.
- D. **Developer Responsibility.** Failure of any official or agency to enforce the requirements of this Chapter shall not excuse any developer or owner from the requirements of this Chapter. No planning permit, building permit, license, map, or other approval or entitlement for a residential development project or dwelling unit shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this Chapter have been satisfied.
- E. **Remedies.** The remedies provided for in this Section shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

Section 4. **Effective Date.** This ordinance shall take effect thirty (30) days following its final passage.

Section 5. **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.

Section 6. **Severability.** If any section, subsection, sentence, clause, or phrase of this chapter is held to be invalid or unconstitutional including by any court with jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council declares that it would have passed this article, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

This ordinance was introduced and read on the 7th day of March, 2022, and passed and adopted on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF FOSTER CITY ADDING A NEW CHAPTER 17.90, BELOW MARKET RATE INCLUSIONARY HOUSING PROGRAM, TO TITLE 17, ZONING, OF THE FOSTER CITY MUNICIPAL CODE RELATING TO INCLUSIONARY HOUSING

CITY OF FOSTER CITY

WHEREAS, there is a shortage of affordable housing in the City of Foster City ("City") as documented in the 2015-2023 General Plan Housing Element; and

WHEREAS, California Government Code Section 65580(d) states that all cities have a responsibility to use the powers vested in them to facilitate the improvement and development of housing and to make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, consistent with State law, Housing Element Goal H-E is to "Address Affordable Housing Needs: Meet the City's "fair share" of very low, low, and moderate income housing need and the needs of special groups, including the elderly, handicapped, small and large families, extremely low income households and persons, single parents and local workers"; and

WHEREAS, in order to implement Housing Element Goal H-E, Housing Element Policy H-E-2a provides that 20% of all units, excluding bonus units, in residential projects be affordable; and

WHEREAS, the City wishes to implement Housing Element Policy H-E-2a with clear and objective standards to be set forth in an ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code; and

WHEREAS, adopting clear and objective standards for the provision of inclusionary housing within residential development projects will encourage the development and availability of housing opportunities to a broad range of households with varying income levels within the City, as mandated by State Law, and is essential for the public welfare; and

WHEREAS, requiring inclusionary housing will increase the supply of below market rate housing to meet the City's regional share of very low-, low- and moderate-

income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers; and

WHEREAS, provision of housing at a variety of income levels will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will affirmatively further the policies and purposes of the Fair Housing Act, also known as “Affirmatively Further Fair Housing” by reducing segregation and concentration of poverty; and

WHEREAS, the City has received and considered the analysis prepared by Economic and Planning Systems, Inc. (EPS), including memorandum titled “Housing Fee Implementation Considerations” (January 24, 2022), “Rental Inclusionary Housing In-Lieu Fee” (January 20, 2022), and “Ownership Inclusionary Housing In-Lieu Fee” (January 11, 2022) (collectively, the “EPS Studies”); and

WHEREAS, the new Chapter 17.90, Below Market Rate Inclusionary Housing Program, authorizes the City Council to adopt a Below Market Rate Housing In-lieu Fee, which a project developer may, in certain prescribed instances, pay as an alternative to the development and construction of below market rate dwelling units; and

WHEREAS, the payment of any Below Market Rate Housing In-lieu Fees will be deposited in the City’s Affordable Housing Fund, to be used to finance the development of new affordable housing or the rehabilitation of existing affordable housing, to provide affordable housing programs in the City, to leverage flexible local funds for larger State and Federal grants, and to administer the City’s Affordable Housing Program; and

WHEREAS, the Planning Commission considered the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code at a noticed public hearing on February 3, 2022 and adopted Resolution P-01-22 recommending City Council approval; and

WHEREAS, the City provided notice of the public hearing (“**Notice**”) and held a public hearing on March 7, 2022, regarding the proposed ordinance adding a new

Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, pursuant to Government Code Section 65856; and

WHEREAS, as required by Government Code Sections 65856 and 65090, the Notice contained the information required by Government Code Section 65094, and was published in compliance with Government Code Section 6061 on February 16, 2022 and February 23, 2022 in the Foster City Islander, a newspaper of general circulation with the City of Foster City; and

WHEREAS, the City Council of the City of Foster City carefully reviewed and considered the staff report and all attachments thereto presented as part of the agenda for the public hearing regarding the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, including the EPS Studies and this Ordinance, any and all timely submitted correspondence, all information submitted at or prior to the public hearing, and all public comment and testimony presented at the public hearing (collectively, the “**Record**”); now, therefore, be it resolved that

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council does hereby find and determine based upon the aforementioned Record as follows:

- (a) The Public Hearing was properly noticed and conducted in accordance with State law and the Foster City Municipal Code; and
- (b) The adoption of the proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, is exempt from review under the California Environmental Quality Act (CEQA) as it is not considered a ‘project’ under Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because the ordinance will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In addition, even if the adoption of the ordinance was considered a “project” under CEQA, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed ordinance is covered by the common sense exemption providing that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where, as is the case with the adoption of this proposed ordinance, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- (c) The provision of safe and stable housing for households at all income levels is essential for the public welfare of the City. Housing in Foster City, both rental and

for-sale housing, has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of very low, low, or moderate income households. As a result, there is a severe shortage of adequate, affordable housing for very low, lower, and moderate income households, as evidenced by the findings in the City's 2015 – 2023 Housing Element: and

- (d) As provided in the Housing Element of the General Plan, Housing Element Goal H-~~ED~~, Housing Element Program H-E-2 "Private Development of Affordable Housing – Inclusionary Requirement"~~H-D-2-b "Affordable Housing Overlay Combining District"~~, the City wishes to require ~~encourage~~ the production of additional housing units, including affordable units in connection with the approval of residential development projects, through redevelopment of areas already developed with housing by private interests; and
- ~~(e) Based on the findings above, the City desires to further the public health, safety and welfare by providing an incentive for areas already developed with housing to redevelop those areas with additional housing units, including affordable units, through the creation of an overlay combining district for certain areas of the City; and~~
- ~~(f)~~(e) The proposed ordinance adding a new Chapter 17.90, Below Market Rate Inclusionary Housing Program, to Title 17 of the Foster City Municipal Code, is consistent with the General Plan.

Section 3. Chapter 17.90, Below Market Rate Inclusionary Housing Program, is hereby added to Title 17, Zoning, of the Foster City Municipal Code to read as follows:

Chapter 17.90

BELOW MARKET RATE INCLUSIONARY HOUSING PROGRAM

Sections:

17.90.010 Purpose.

17.90.020 Definitions.

17.90.030 Applicability.

17.90.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

17.90.050 Payment of a Below Market Rate Housing In-Lieu Fee.

17.90.060 Standards for Below Market Rate Dwelling Units.

17.90.070 Below Market Rate Housing Plan and Below Market Rate Housing Agreement.

17.90.080 Alternatives.

17.90.090 Waiver of Requirements.

17.90.100 Affordable Housing Fund.

17.90.110 Enforcement.

17.90.010 Purpose.

The purpose of this Chapter, to be known as the Below Market Rate Inclusionary Housing Program, is to:

- A. Enhance the public welfare by establishing policies and encouraging the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, California Government Code Section 65580 and following; and
- B. Promote the City's goals as stated in the Housing Element of the General Plan to increase the supply of below market rate housing to meet the City's regional share of very low-, low- and moderate-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers by imposing an inclusionary requirement for residential development projects; and
- C. Reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and
- D. Support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and
- E. Affirmatively further the policies and purposes of the Fair Housing Act, also known as "Affirmatively Further Fair Housing" by reducing segregation and concentration of poverty; and
- F. Implement the City's adopted inclusionary policy contained in the Housing Element of the General Plan by creating standards and a mechanism to provide below market rate dwelling units as part of new residential development projects; and
- G. Provide for the establishment and imposition of a Below Market Rate Housing In-Lieu Fee on residential development projects as an alternative means of mitigating the impact of residential development projects on the need for below market rate dwelling units in the City, as opposed to the development and construction of below market rate dwelling units as part of residential development projects, in certain circumstances.

17.90.020 Definitions.

- A. "Below Market Rate Housing Fund" means a separate or segregated fund or account designated by the City to maintain and account for all monies received pursuant to this Chapter.

- B. "Below market rate ownership cost" means the sale price for a below market rate dwelling unit, available as a for-sale unit, resulting in a projected average monthly housing expense during the first calendar year of an eligible household's occupancy, including mortgage principal and interest, mortgage insurance, property taxes, homeowners insurance, homeowners' association dues, if any, and a reasonable allowance for utilities, not exceeding the sales prices specified by Section 50052.5 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924.
- C. "Below market rate rent" means the total monthly housing expenses for a below market rate dwelling unit, available as a rental unit, not exceeding the rents specified by Section 50053 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted rental housing. As used in this Chapter, "below market rate rent" shall include the total of monthly payments by the tenant for all of the following:
1. Use and occupancy of the below market rate dwelling unit and land and all facilities associated with the below market rate dwelling unit, including but not limited to parking (whether unbundled or not), bicycle storage, storage lockers, and use of all common areas;
 2. Any additional separately charged fees or service charges assessed by the owner, other than security deposits;
 3. An allowance for utilities paid by the tenant as established by the San Mateo County Housing Authority which may be updated from time to time, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuel, but not telephone service, cable TV or WiFi/internet; and
 4. Any other interest, taxes, fees or charges for use of the land or below market rate dwelling unit or associated facilities and assessed by a public or private entity other than the owner, and paid by the tenant.
- D. "Below market rate dwelling unit" means a dwelling unit in a residential development project that is restricted for sale or rental to and occupancy by an eligible household at a below market rate ownership cost or below market rate rent, as applicable, and as required by this Chapter.
- E. "Below Market Rate Housing Administrative Guidelines" means guidelines adopted by the Community Development Director from time to time for determining household income, below market rate ownership cost, below market rate rent, eligible households, monitoring, reporting, scope of Below Market Rate Housing Plan, terms of Below Market Rate Housing Agreement, and any other relevant rules, regulations or provisions necessary for the administration of this Chapter.
- F. "Below Market Rate Housing Agreement" means an agreement that shall specify the number, type, location, size, and phasing of all below market rate dwelling units required in a residential development project, provisions for income certification and screening of potential purchasers or renters of below market rate dwelling

units, and resale control mechanisms, including the financing of ongoing administrative and monitoring costs, consistent with the approved Below Market Rate Housing Plan, as determined by the Community Development Director.

- G. "Below Market Rate Housing In-Lieu Fee" means the fee imposed on each dwelling unit of a residential development project, established by resolution of the City Council and updated from time to time, not to exceed the cost of mitigating the impact of residential development projects on the need for below market rate dwelling units in the City.
- H. "Below Market Rate Housing Plan" means a plan prepared by the developer of a residential development project that describes how the proposed dwelling units conform to the requirements of this Chapter, and City and State Density Bonus law requirements, as applicable, and shall include, at a minimum, procedures and requirements for determining eligible households for rental of rental units or purchasers of for-sale units, occupancy requirements, initial and ongoing marketing policies, application process, waitlist management, income verification requirements, annual recertification, if applicable, rejection of ineligible applicants and eligibility termination, and such other provisions as the Community Development Director may prescribe from time to time pursuant to Below Market Rate Housing Administrative Guidelines.
- I. "Building permit" includes full structural building permits as well as partial permits such as foundation-only permits and demolition permits.
- J. "Density bonus" means entitlement to build additional residential units above the maximum number of units permitted pursuant to the existing General Plan, applicable specific plan and/or zoning designation, and as further specified in Chapter 17.86 of this Title and California Government Code Section 65915 ("State Density Bonus Law").
- K. "Developer" means the person(s) or legal entity(ies), including the property owner, seeking a planning permit or building permit for a residential development project.
- L. "Dwelling unit" means a dwelling designed for occupancy by one (1) household; the foregoing notwithstanding, Dwelling Unit shall not include an Accessory Dwelling Unit as defined in Section 17.78.040, Chapter 17.78 of this Title.
- M. "Eligible household" means those households whose maximum income does not exceed levels published annually for extremely low income households, very low income households, low income households, and moderate income households, adjusted for household size and appropriate for the below market rate dwelling unit.
- N. "Extremely low income households" means households with incomes no greater than the maximum income for extremely low income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.

- O. "For-sale unit" means a dwelling unit that may be sold individually in conformance with the Subdivision Map Act. For-sale units also include dwelling units that are converted from rental units to for-sale units.
- P. "Low income households" means households with incomes no greater than the maximum income for low income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.
- Q. "Market rate unit" means a dwelling unit in a residential development project that is not a below market rate dwelling unit.
- R. "Moderate income households" means households with incomes no greater than the maximum income for moderate income households, as published annually by the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.
- S. "One (1) location" includes all adjacent parcels of land under common ownership or control, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way, or separated only by the lands owned or controlled by the developer.
- T. "Planning permit" means any discretionary approval of a residential development project, including, without limitation, a general or specific plan adoption or amendment, rezoning, tentative map, parcel map, conditional use permit, variances, or architectural review.
- U. "Rental unit" means a dwelling unit that is intended to be offered for rent or lease and that cannot be sold individually in conformance with the Subdivision Map Act.
- V. "Residential development project" means an application for a planning permit or building permit at one (1) location to create one (1) or more dwelling units, redevelop an existing residential development project to remove and replace dwelling units and/or create one (1) or more additional dwelling units, convert nonresidential uses to dwelling units, subdivide a parcel to create one (1) or more separately transferable parcels intended for development of dwelling units, or implement a condominium conversion, including development of dwelling units constructed at one (1) location and in phases.
- W. "Review authority" means the City staff person or body authorized to approve or deny an application for a planning permit or building permit for a residential development project.
- X. "Very low income households" means households with incomes no greater than the maximum income for very low income households, as published annually by

the California Department of Housing and Community Development (HCD) as the Official State Income Limits pursuant to Health and Safety Code Section 50093 for San Mateo County, adjusted for household size, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted housing.

17.90.030 Applicability.

The requirements of this Chapter shall apply to any residential development project as set forth below.

- A. **Residential Development Projects: Five (5) to Nine (9) Dwelling Units.** Residential development projects containing five (5) to nine (9) dwelling units are hereby required, as a condition of issuance of a planning permit or building permit, to either (i) pay a Below Market Rate Housing In-Lieu Fee for each dwelling unit upon issuance of a building permit, or (ii) construct below market rate units on the location of the residential development project per Section 17.90.040 (Requirements for Inclusion of Below Market Rate Dwelling Units), make said below market rate dwelling units available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable, and secure said obligation pursuant to a Below Market Rate Housing Agreement as set forth in Section 17.90.070.E (Below Market Rate Housing Agreement).
- B. **Residential Development Projects: Ten (10) Dwelling Units or More.** Residential development projects of ten (10) dwelling units or more are hereby required, as a condition of issuance of a planning permit or building permit, to construct below market rate units on the location of the residential development project per Section 17.90.040 (Requirements for Inclusion of Below Market Rate Dwelling Units), make said below market rate dwelling units available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable, and secure said obligation pursuant to a Below Market Rate Housing Agreement as set forth in Section 17.90.070.E (Below Market Rate Housing Agreement).
- C. **Exemptions.** The provisions of this Chapter shall not apply to developers of residential development projects which fall within one (1) or more of the following categories:
 - 1. Residential development projects containing four (4) or fewer dwelling units;
 - 2. Residential development projects located on property owned by the State of California, the United States of America, or any of its agencies and used exclusively for governmental or educational purposes;
 - 3. Residential development projects involving the repair or replacement of a building that was damaged or destroyed by fire or other calamity, so long as (i) the square footage and use of the building remains the same, (ii) construction of the replacement building is conducted in accordance with California Government Code Section 65852.25, which section requires a building permit to be secured

within two (2) years of the occurrence of any such event, and (iii) in accordance with California Health and Safety Code Section 18938.6, construction begins within one (1) year from the issuance of a building permit, subject to the issuance of one or more extensions, not to exceed 180 days, upon a showing of justifiable cause by the applicant to the satisfaction of the building official;

4. Accessory dwelling units (ADUs) or Junior accessory dwelling units (JADUs) as defined in Chapter 17.78 of the Foster City Municipal Code;
5. Residential development projects which are developed in accordance with the terms of a development agreement adopted by ordinance pursuant to the authority and provisions of California Government Code Section 65864 et seq., and that is executed prior to the effective date of the ordinance codified in this Chapter, provided that such residential development projects shall comply with any below market rate inclusionary housing requirements included in the development agreement or any predecessor ordinance in effect on the date the development agreement was executed;
6. Residential development projects exempted by California Government Code Section 66474.2 or 66498.1 or successor provision, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date the application for the development was deemed complete;
7. Residential development projects exempted by California Government Code Section 65589.5 (o) or successor provision, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date that a preliminary application for the development containing all of the information required by California Government Code Section 65941.1 was submitted to the City; or
8. Residential development projects for which all applications for City of Foster City discretionary development entitlements required to develop the project have been deemed complete prior to the effective date of the ordinance codified in this Chapter, provided that such residential development projects shall comply with any predecessor ordinance, resolution, or policy governing below market rate inclusionary housing in effect on the date the application for the development was deemed complete.

17.90.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

- A. **Number of Below Market Rate Dwelling Units and Level of Affordability.** Residential development projects of ten (10) dwelling units or more shall construct, or cause to be constructed, the number of below market rate dwelling units as specified below. For the purposes of this section, "total dwelling units" does not include (i) dwelling units awarded above the otherwise-allowable maximum density as part of a density bonus in Chapter 17.86 (Density Bonuses), as provided by California Government Code Section 65915 (b)(3), or (ii) in a residential development

project that will require the demolition of dwelling units, the number of dwelling units demolished, provided the residential development project will create at least as many dwelling units as will be demolished and otherwise complies with the requirements of California Government Code Section 66300 (d), as applicable to the demolished units.

1. **Rental Projects.** Five percent (5%) of the proposed total dwelling units in a rental residential development project shall be below market rate dwelling units occupied by or available for occupancy by moderate income households at or below market rate rents; five percent (5%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by low income households at or below market rate rents; and ten percent (10%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by very low income households at or below market rate rents. Alternative percentages and levels of affordability may be considered as part of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement (Section 17.90.070) and the reviewing authority may approve or conditionally approve such an alternative if it determines, based on substantial evidence, that such alternative percentages and levels of affordability will provide as many or more below market rate units at the same or lower income levels or will otherwise provide greater public benefit than the standard requirement.
 2. **Ownership Projects.** Twenty percent (20%) of the proposed total dwelling units in a for-sale residential development project shall be below market rate dwelling units sold to and occupied by or available for sale to and occupancy by moderate income households at or below market rate ownership cost.
 3. **Fractional Units.** In calculating the number of below market rate dwelling units required pursuant to Sections 17.90.040.A.1 and 17.90.040.A.2 above, any fraction of less than 0.50 shall be satisfied by payment of an amount equal to the Below Market Rate Housing In-Lieu Fee, as adopted by the City Council applicable to rental or ownership residential developments, times the applicable fraction, and any fraction of 0.50 or more shall be satisfied by developing one (1) below market rate dwelling unit available for sale or rental to and occupancy by eligible households at the applicable household income level and at below market rate ownership cost or below market rate rent, as applicable.
- B. **Density Bonus.** Below market rate dwelling units that satisfy the requirements of this Chapter may be counted toward the number of below market rate dwelling units required for a density bonus under California Government Code Sections 65915-65918. To be eligible, the below market rate dwelling units shall meet all of the applicable requirements in California Government Code Section 65915. These requirements, including application submittal requirements and replacement housing obligations, are set forth in Chapter 17.86 (Density Bonuses).

17.90.050 Payment of Below Market Rate Housing In-Lieu Fee.

- A. **Amount.** The amount of the Below Market Rate Housing In-Lieu Fee applicable to rental residential development projects and ownership residential development projects shall be established from time to time by resolution of the City Council. The Below Market Rate Housing In-Lieu Fee established for rental residential development projects and ownership residential development projects shall not exceed the cost of mitigating the impact of rental or ownership residential development projects on the need for below market rate dwelling units in the City.
- B. **Timing of Payment.** Payment of the Below Market Rate Housing In-Lieu Fee shall be due prior to the issuance of the first building permit for the residential development project. The Below Market Rate Housing In-Lieu Fee shall be calculated based on the type of residential development project (i.e. either rental or ownership), and the applicable fee schedule in effect at the time the building permit is issued for a rental residential development project or ownership residential development project.

17.90.060 Standards for Below Market Rate Dwelling Units.

- A. **Quality of Construction and Number of Bedrooms.** All below market rate dwelling units required by this Chapter shall be equal to the overall quality of construction to market-rate units in the same residential development project as follows:
1. The exterior appearance of the below market rate dwelling units shall be the same as that of market-rate units.
 2. Interior finishes and amenities of the below market rate dwelling units shall not differ from those provided in the base model market rate units.
 3. The number of bedrooms in the below market rate dwelling units shall be equal to the average number of bedrooms in the market-rate units, including square footage by unit size, and the below market rate dwelling units shall be dispersed within the residential development project, with the location of below market rate dwelling units comparable to those of the market-rate units, subject to review and approval by the Community Development Director.
 4. The below market rate dwelling units shall have access to the same amenities as the market rate units and shall be included within the below market rate ownership cost or below market rate rent for the below market rate dwelling unit. For example, residents of the below market rate dwelling units shall not be excluded from common open space, parking, storage, and other community facilities or amenities in the residential development project, nor shall households residing in below market rate dwelling units be charged more than an below market rate rent or an below market rate ownership cost as defined in Section 17.90.020 (Definitions) for the use of such facilities and amenities.
- B. **Availability for Occupancy.** Below market rate dwelling units required by this Chapter shall be made available for occupancy concurrently with the market-rate units. For the purposes of this subsection, "concurrently" means that the City may not issue building permits for more than fifty (50) percent of the market-rate units until it has issued building permits for all of the below market rate dwelling units, and the City may not approve any final inspections or certificates of occupancy for more than

fifty (50) percent of the market-rate units until it has issued final inspections or certificates of occupancy for all of the below market rate dwelling units.

C. Duration of Affordability.

1. **Ownership.** Below market rate dwelling units available as a for-sale unit produced as required by this Chapter shall, pursuant to the terms of a Below Market Rate Housing Agreement, be legally restricted for sale to and occupancy by eligible households within the income levels for which the below market rate dwelling units were designated and at a below market rate ownership cost for a period of at least forty-five (45) years from the date of recordation of each grant deed. Resale of the below market rate dwelling unit during the forty-five (45) year term shall be restricted to eligible households at a below market rate ownership cost as defined herein and set forth in the Below Market Rate Housing Agreement recorded against the below market rate dwelling unit and the forty-five (45) year term shall start over with each resale. If a below market rate dwelling unit has not been sold or resold prior to the expiration of the forty-five (45) year term, then upon the expiration of the forty-five (45) year term, the restrictions set forth in the Below Market Rate Housing Agreement shall terminate, expire and be of no further force or effect and the dwelling unit may then be sold at market rate. The Below Market Rate Housing Agreement shall be recorded against the property of the applicable residential development project and below market rate dwelling unit(s) in accordance with the provisions of and consistent with the form specified in Section 17.90.070.E.
 2. **Rental.** Below market rate dwelling units available as a rental unit produced as required by this Chapter or pursuant to the provisions of California Government Code Section 66300 (d) shall, pursuant to the terms of a Below Market Rate Housing Agreement, be legally restricted to occupancy by eligible households within the income levels for which the below market rate dwelling units were designated and at an below market rate rent for a period of at least ninety-nine (99) years from the date a certificate of occupancy is issued by City for the entire residential development project. The foregoing notwithstanding, the Community Development Director, or his or her designee, may, in the exercise of her or his discretion, accept a shorter period of affordability of no less than fifty-five (55) years, if the applicable residential development project provides substantial evidence that a shorter-term restriction is necessary and required in order to obtain financing for the applicable residential development project. The Below Market Rate Housing Agreement shall be recorded against the property of the applicable residential development project in accordance with the provisions of and consistent with the form specified in Section 17.90.070.E.
- D. Eligibility.** No eligible household may occupy a below market rate dwelling unit available as a rental unit or acquire a below market rate dwelling unit available as a for-sale unit until the Community Development Director, or his or her designee, has approved a Below Market Rate Housing Plan prepared by the developer, which plan

shall include eligibility requirements specific to the residential development project, and an Below Market Rate Housing Agreement has been recorded against the residential development project in accordance with Section 17.90.070.E.

- E. **Principal Residence.** Any eligible household that occupies a below market rate dwelling unit must occupy that dwelling unit as its principal residence, unless otherwise approved in writing for rental to a third party for a limited period of time due to household hardship, as determined and approved by the City in advance and in accordance with Below Market Rate Housing Administrative Guidelines.
- F. **Below Market Rate Housing Administrative Guidelines.** The Community Development Director, or his or her designee, may, from time to time, adopt and revise rules, regulations and guidelines for determining household income, below market rate housing cost, below market rate rent, determining eligible households of for-sale units and rental units, establishing monitoring and reporting requirements for residential development projects, and such other provisions and requirements as are relevant to the administration of this Chapter.
- G. **Housing Preferences.** Subject to applicable state and federal fair housing laws, the City Council may, from time to time, adopt preferences for the sale or rental to and occupancy of below market rate dwelling units at the applicable below market rate ownership cost or below market rate rent, as applicable, to eligible households that live and/or work in the City or any other characteristics the City Council deems appropriate to further the purposes of this Chapter. The City Council may also, from time to time, adopt preferences applicable to specific residential development projects.

17.90.070 Below Market Rate Housing Plan and Below Market Rate Housing Agreement.

- A. **Required.** A Below Market Rate Housing Plan is required for any residential development project that provides below market rate dwelling units, either on-site or off-site. The Below Market Rate Housing Plan shall describe how the proposed dwelling units conform to the requirements of this Chapter and City and State Density Bonus law requirements, as applicable. Further, the Below Market Rate Housing Plan shall include, at a minimum, procedures and requirements for determining eligible households for rental of rental units or purchasers of for-sale units, occupancy requirements, initial and ongoing marketing policies, application process, waitlist management, income verification requirements, annual recertification, if applicable, rejection of ineligible applicants and eligibility termination, funding by developer of ongoing administration and monitoring costs to be incurred by City following occupancy of below market rate dwelling units, and such other provisions as the Community Development Director, or his or her designee, may prescribe from time to time pursuant to Below Market Rate Housing Administrative Guidelines. Below Market Rate Housing Plans are not required for residential development projects that are not required to provide for the construction, sale and/or rental of on-site or off-site below market rate dwelling units, in compliance with the provisions of this Chapter.

- B. **Submittal and Review.** The Below Market Rate Housing Plan must be submitted prior to the first planning permit application being deemed complete. The Below Market Rate Housing Plan shall be processed concurrently with all other planning permits required for the residential development project.
- C. **Approval of On-site Below Market Rate Dwelling Units.** The review authority may approve or conditionally approve a Below Market Rate Housing Plan that proposes on-site below market rate dwelling units if it makes findings, based on substantial evidence, that:
1. The on-site below market rate dwelling units comply with the applicable standards in this Chapter, including, without limitation, the requirement that the below market rate dwelling units be made available for occupancy concurrently with the market-rate units.
 2. The on-site below market rate dwelling units will mitigate the impact of the market rate units in the residential development project on the need for below market rate dwelling units in the City.
- D. **Amendments.** The approved Below Market Rate Housing Plan may be amended prior to issuance of any building permit for the residential development project. A request for a minor modification of an approved Below Market Rate Housing Plan may be granted by the Community Development Director if the modification is substantially in compliance with the original Below Market Rate Housing Plan and conditions of approval. Other significant or substantial modifications to the Below Market Rate Housing Plan, as determined by the Community Development Director, shall be processed in the same manner as the original Below Market Rate Housing Plan.
- E. **Below Market Rate Housing Agreements.** As a condition of approval of a residential development project, a Below Market Rate Housing Agreement acceptable to the Community Development Director, approved by the City Attorney and executed by the City Manager, shall be recorded against the residential development project prior to approval of any final or parcel map, or issuance of any building permit, whichever occurs first. The Below Market Rate Housing Agreement shall specify the number, type, location, size, and phasing of all below market rate dwelling units, provisions for income certification and screening of potential purchasers or renters of below market rate dwelling units, and resale control mechanisms, including funding by developer of ongoing administrative and monitoring costs incurred by City, consistent with the approved Below Market Rate Housing Plan. The Below Market Rate Housing Agreement shall provide for the indemnification and defense of the City, as approved by the City Attorney, against any and all claims brought by any and all persons, including eligible households, in connection with the administration and implementation by City of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement. A Below Market Rate Housing Agreement applicable to below market rate dwelling units, available as for-sale units, shall require as a condition of the sale of a below market rate dwelling unit from developer to an eligible household, that the restrictions set forth in the Below Market Rate Housing Agreement and this Chapter be recorded against the below

market rate dwelling unit in the form of a resale restriction agreement, performance deed of trust, and/or regulatory agreement, as approved by the City Attorney and executed by the City Manager, to ensure the continued affordability of the below market rate dwelling units.

17.90.080 Alternatives.

To the extent permitted by law, the City's objective is to obtain the actual development and construction of below market rate dwelling units within each residential development project, as opposed to the receipt of payment of Below Market Rate Housing In-Lieu Fees, construction of off-site below market rate dwelling units, or other such alternatives as set forth herein. Nevertheless, a developer may propose an alternative means of compliance with this Chapter subject to the following provisions:

A. ~~Payment of Below Market Rate Housing In-Lieu Fee.~~

~~If a developer of a residential development project of ten (10) or more dwelling units proposes the payment of a Below Market Rate Housing In-Lieu Fee in place of construction of on-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:~~

- ~~a. The Below Market Rate Housing In-Lieu Fee then in effect is adequate to cover the cost of providing at least an equivalent number of below market rate dwelling units at another location as would otherwise be required under this Chapter for the proposed residential development project based upon an affordability gap analysis prepared by the City, at the expense of the developer, and approved by the City Council; and~~
- ~~b. The location of the proposed residential development project does not have sufficient land area to provide the below market rate dwelling units without severely impacting the financial feasibility of the project; and~~
- ~~c. There exists adequate alternative locations within the City of Foster City for the construction of residential development projects that are available for sale on the open market, said alternative locations are not located in a flood hazard zone and do not contain environmentally sensitive habitat, said alternative locations are not contaminated with or otherwise impaired by the presence of hazardous materials or hazardous substances in the soil, soil vapor or groundwater in, on, or under the land or emanating from lands in proximity thereto, as reflected in a Phase I Environmental Site Assessment, and if necessary, a Phase II Environmental Site Assessment, development and construction of a residential development project on the alternative locations is consistent with the City's adopted General Plan, Housing Element, and Zoning, and there are funds in the Affordable Housing Fund which have not been allocated or appropriated for other allowable uses which, when combined with the Below Market Rate Housing In-Lieu Fee to be~~

~~paid by the applicable residential development project, is sufficient in amount and timing of availability of funds to permit the City to finance the acquisition of an alternative location(s); and~~

- ~~d. The alternative locations are suitable for and development of a residential development project thereon is economically and financially feasible as determined by the City, in its sole discretion, pursuant to a feasibility analysis of a proposed residential development project on the alternative locations prepared by the City, at the expense of the developer, and approved by the City Council; and~~
- ~~e. The City finds that the purposes of this Chapter would be better served by payment of the Below Market Rate Housing In-Lieu Fee and that the proposed Below Market Rate Housing In-Lieu Fee meets the greatest community needs at that time; and~~
- ~~f. The Below Market Rate Housing In-Lieu Fee applicable to the entire residential development project shall be paid by the developer and collected by the City upon the issuance of the first building permit for a dwelling unit in the residential development project. Any Below Market Rate Housing In-Lieu Fee collected by the City pursuant to this Section 17.90.080.A shall be deposited in the Affordable Housing Fund and used in accordance with Sections 17.88.060.B and 17.90.100.C of the Foster City Municipal Code.~~

~~B.~~ Construction of Off-Site Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the construction of off-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The proposed off-site location is within the City of Foster City, is currently owned by the developer or is under contract for purchase by the developer, is not located in a flood hazard zone and does not contain environmentally sensitive habitat, is not contaminated with or otherwise impaired by the presence of hazardous materials or hazardous substances in the soil, soil vapor or groundwater in, on, or under the off-site location or emanating from lands in proximity thereto, as reflected in a Phase I Environmental Site Assessment, and if necessary, a Phase II Environmental Site Assessment, and development and construction of a residential development project on the proposed off-site location is consistent with the City's adopted General Plan, Housing Element, and Zoning; and
- b. The proposed off-site location is suitable for and development of a residential development project thereon is economically and financially feasible as determined by the City, in its sole discretion, pursuant to a feasibility analysis of a proposed residential development project on the

proposed off-site location prepared by the City, at the expense of the developer, and approved by the City Council; and

- c. The proposed off-site location is adequately served by all required utilities and transportation infrastructure, all of which are appropriately sized to accommodate the proposed off-site below market rate units, the off-site residential development project, and all reasonable foreseeable probable future development within the area served by said utilities and transportation infrastructure; and
- d. The proposed off-site below market rate units are in addition to any below market rate dwelling units otherwise required for the off-site residential development project; and
- e. The construction of the proposed off-site below market rate dwelling units within the off-site residential development project has not commenced before the approval of the on-site residential development project, the off-site below market rate dwelling units will be available for occupancy prior to or concurrently with the market rate units within the on-site residential development project, and the inclusion of the below market rate dwelling units within the off-site residential development project will not, when combined with the below market rate inclusionary requirement of the off-site residential development project, significantly contribute to residential segregation by income level within the City; and
- f. The proposed off-site below market rate dwelling units would be provided in at least the same quantity and affordability levels as would be required for on-site units. The foregoing notwithstanding, any proposal to provide rental off-site below market rate dwelling units to satisfy an inclusionary requirement for an ownership project, shall comply with Sections 17.90.040.A.1 and 17.90.060.C.2 of this Chapter; and
- g. The proposed off-site below market rate dwelling units comply with all other requirements of this Chapter; and
- h. All necessary agreements required to secure the construction of the off-site below market rate dwelling units will be made a part of the affordable housing agreement required for the on-site residential development project; and
- i. Financing or a viable financing plan, which may include public funding sources, is in place for the acquisition of land, development and construction of the proposed off-site below market rate dwelling units; and
- j. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

BG. Conversion of Off-Site Dwelling Units or Non-Residential Buildings to Off-Site Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the conversion of off-site dwelling units or non-residential buildings to off-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. All of the conditions as set forth in Section 17.90.080.~~AB~~ above; and
- b. The construction of the proposed off-site below market rate dwelling units shall be in addition to any replacement units otherwise required by State law, including but not limited to Government Code Sections 66300 (d) and 65915 (c)(3).

C.D. On-Site Clustering of Below Market Rate Dwelling Units.

If a developer of a residential development project of ten (10) or more dwelling units proposes the clustering of on-site below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070 as an alternative to the provisions of Section 17.90.060.A.3 requiring the reasonable dispersal of such units within the residential development project, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The clustering of on-site below market rate dwelling units is necessary to access and secure sources of financing needed for the residential development project; and
- b. Construction of the clustered below market rate dwelling units will occur prior to or concurrently with the construction of the market units in the residential development project; and
- c. The clustering of on-site below market rate dwelling units will not, when considered singularly or in connection with other residential development projects in the vicinity of the project, significantly contribute to residential segregation by income level within the City; and
- d. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

D.E. Alternative to On-Site Construction of Below Market Rate Dwelling Units – Donation of Land.

If a developer of a residential development project of ten (10) or more dwelling units proposes the donation of land to the City for the construction of below market rate dwelling units in the Below Market Rate Housing Plan required under Section 17.90.070, the City Council may, in its discretion, approve such a proposal if it finds the proposal meets all of the following conditions:

- a. The land proposed to be donated to the City is located within the City of Foster City, is currently owned by the developer or is under contract for purchase by the developer, is not located in a flood hazard zone and does not contain environmentally sensitive habitat, and development and construction of a residential development project on the site is consistent with the City's adopted General Plan, Housing Element, and Zoning; and
- b. The land proposed to be donated is suitable for and development of a residential development project thereon is economically and financially feasible as determined by the City, in its sole discretion, pursuant to a feasibility analysis of a proposed residential development project on the land proposed to be donated prepared by the City, at the expense of the developer, and approved by the City Council; and
- c. The land proposed to be donated to the City is adequately served by all required utilities and transportation infrastructure, all of which are appropriately sized to accommodate a residential development project on the site and all reasonable foreseeable probable future development within the area served by said utilities and transportation infrastructure; and
- d. The fair market value of the land proposed to be donated equals or exceeds the value of the on-site below market rate dwelling units otherwise required to be provided as part of the residential development project, as shown in an appraisal of the land to be donated and a financial analysis of the proposed residential development project prepared by the City, at the expense of the developer, and approved by the City Council; and
- e. The land proposed to be donated to the City shall not be contaminated with or otherwise impaired by the presence of hazardous materials or hazardous substances in the soil, soil vapor or groundwater in, on, or under the land to be donated or emanating from lands in proximity thereto, as determined by and to satisfaction of the City, in its sole discretion, pursuant to a Phase I Environmental Site Assessment, and if necessary, a Phase II Environmental Site Assessment, conducted under the direction of the City and at the expense of developer; and
- f. The purposes of this Chapter would be better served by implementation of the proposed alternative and that the proposed alternative meets the greatest community needs at that time.

17.90.090 Waiver of Requirements.

- A. **Timing of Request.** A developer of a residential development project may apply for a reduction, adjustment, or waiver of the requirements of this Chapter as part of an application for the approval of a planning permit or building permit, whichever permit is required first.
- B. **Application Requirements.** The developer must show that applying the requirements of this Chapter, without the requested reduction, adjustment or waiver, would result in an unconstitutional taking of property or would result in any other

unconstitutional result. The developer shall set forth in detail the factual and legal basis for the claim, including all supporting technical documentation, and shall bear the burden of presenting the requisite evidence to demonstrate the alleged unconstitutional result.

- C. **City Assumptions.** The City may assume each of the following when applicable:
 - 1. The developer will benefit from the incentives set forth in State Density Bonus law and the zoning ordinance; and
 - 2. The developer is able to provide the most economical below market rate dwelling units feasible in terms of financing, construction, design, location and tenure.
- D. **Decision.** The review authority, based upon legal advice provided by or at the behest of the City Attorney, may approve a reduction, adjustment, or waiver of the requirements of this Chapter if the review authority determines that applying the requirements of this Chapter would effectuate an unconstitutional taking of property or otherwise have an unconstitutional application to the property. The reduction, adjustment, or waiver may be approved only to the extent necessary to avoid an unconstitutional result after adoption of written findings, based on legal analysis and the evidence.
- E. **Changes to the Project.** If a reduction, adjustment, or waiver is granted, any subsequent change in the residential development project shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver per this section.

17.90.100 Affordable Housing Fund.

- A. **Establishment of the Affordable Housing Fund.** The City of Foster City has established an Affordable Housing Fund as set forth in Section 17.88.060 of the Foster City Municipal Code. The City reaffirms that the Affordable Housing Fund is created for the purpose of receiving and dispersing certain monies to address the housing needs of extremely low, very low, low and moderate income households. Separate accounts within the Affordable Housing Fund may be created from time to time to avoid commingling of monies, if required by law or as deemed appropriate for the administration of the Affordable Housing Fund.
- B. **Deposits.** All Below Market Rate Housing In-Lieu Fees or other funds collected under this Chapter, shall be deposited into the Affordable Housing Fund.
- C. **Use of Funds.** In addition to the purposes set forth in Section 17.88.060 of the Foster City Municipal Code, the monies in the Affordable Housing Fund, including all interest and earnings from investment of the monies therein, shall be expended exclusively to provide, or assure the continued provision of, below market rate dwelling units to extremely low income, very low income, lower income, and moderate income households in the City, through property acquisition, construction, development assistance, rehabilitation, conversion, financing, rental assistance or other subsidies or methods, consistent with the goals and policies contained in the City's Housing Element and the purposes for which the fees were collected, and for

administration and compliance monitoring of the below market rate dwelling units established pursuant to this Chapter.

- D. **Guidelines.** The City Council may, from time to time, adopt guidelines for expenditure of monies in the Affordable Housing Fund.

17.90.110 Enforcement.

- A. **Nuisance.** Any violation of the provisions of this Chapter, or the terms or conditions of a planning permit or building permit issued for a residential development project, or the terms of a Below Market Rate Housing Plan or Below Market Rate Housing Agreement approved in accordance with this Chapter, shall constitute a public nuisance.
- B. **Provision of Below Market Rate Dwelling Units; Payment Obligation.** Provision of below market rate dwelling units and/or payment of the Below Market Rate Housing In-Lieu Fee in accordance with the requirements of this Chapter is the obligation of the developer of a residential development project. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, modify or suspend any planning permit or building permit approved by the City.
- C. **City Attorney Enforcement.** The City Attorney shall be authorized to enforce the provisions of this Chapter and all Below Market Rate Housing Agreements, resale restrictions, performance deeds of trust, regulatory agreements, and all other covenants or restrictions placed on residential development projects or below market rate dwelling units, by civil action and any other proceeding or method permitted by law. The City shall be entitled to recover its costs, expenses and fees, including reasonable attorneys' fees, incurred in connection with the enforcement of the provisions of this Chapter and all Below Market Rate Housing Agreements, resale restrictions, performance deeds of trust, regulatory agreements, and all other covenants or restrictions placed on residential development projects or below market rate dwelling units.
- D. **Developer Responsibility.** Failure of any official or agency to enforce the requirements of this Chapter shall not excuse any developer or owner from the requirements of this Chapter. No planning permit, building permit, license, map, or other approval or entitlement for a residential development project or dwelling unit shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this Chapter have been satisfied.
- E. **Remedies.** The remedies provided for in this Section shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

Section 4. **Effective Date.** This ordinance shall take effect thirty (30) days following its final passage.

Section 5. 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.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this chapter is held to be invalid or unconstitutional including by any court with jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council declares that it would have passed this article, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

This ordinance was introduced and read on the 7th day of March, 2022, and passed and adopted on the ___ day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF FOSTER CITY ADDING A NEW CHAPTER 17.92, AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT, TO TITLE 17, ZONING, OF THE FOSTER CITY MUNICIPAL CODE

CITY OF FOSTER CITY

WHEREAS, there is a shortage of affordable housing in the City of Foster City ("City") as documented in the 2015-2023 General Plan Housing Element; and

WHEREAS, California Government Code Section 65580(d) states that all cities have a responsibility to use the powers vested in them to facilitate the improvement and development of housing and to make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, consistent with State law, Housing Element Goal H-D is to "Consider Potential Public and Private Redevelopment Opportunities to Increase the Supply of Housing"; and

WHEREAS, in order to implement Housing Element Goal H-D, Housing Element Program H-D-2-b "Affordable Housing Overlay Combining District" calls for the City to adopt and implement an Affordable Housing Overlay (AHO) to encourage the production of additional housing units, including affordable units, in areas already developed with housing; and

WHEREAS, the City wishes to implement Housing Element Program H-D-2-b with clear and objective standards to be set forth in an ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will provide additional options for compliance with inclusionary housing requirements for redevelopment of existing apartment developments that will encourage the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, and is essential for the public welfare; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will increase the supply of below market rate housing to meet the City's regional share of extremely low-, very low- and low-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers; and

WHEREAS, provision of housing at a variety of income levels will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will affirmatively further the policies and purposes of the Fair Housing Act, also known as “Affirmatively Further Fair Housing” by reducing segregation and concentration of poverty; and

WHEREAS, the City has received and considered the analysis prepared by Economic and Planning Systems, Inc. (EPS), including memorandum titled “Housing Fee Implementation Considerations” (January 24, 2022), “Rental Inclusionary Housing In-Lieu Fee” (January 20, 2022), and “Ownership Inclusionary Housing In-Lieu Fee” (January 11, 2022) (collectively, the “EPS Studies”); and

WHEREAS, the City Council has requested that the Planning Commission consider the adoption of ordinances adding provisions to the Municipal Code to address the need for housing affordable to households at all income levels, including adoption of an ordinance to create the AHO with the goal of encouraging the production of additional housing units, including affordable units, in areas already developed with housing; and

WHEREAS, the Planning Commission considered the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code at a noticed public hearing on February 3, 2022 and adopted Resolution P-02-22 recommending City Council approval; and

WHEREAS, the City provided notice of the public hearing (“**Notice**”) and held a public hearing on March 7, 2022, regarding the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code, pursuant to Government Code Section 65856; and

WHEREAS, as required by Government Code Sections 65856 and 65090, the Notice contained the information required by Government Code Section 65094, and was published in compliance with Government Code Section 6061 on February 16, 2022 and February 23, 2022 in the Foster City Islander, a newspaper of general circulation with the City of Foster City; and

WHEREAS, the Notice was duly posted and mailed to the owners of the properties being considered for inclusion within the Affordable Housing Overlay Combining District, if created and adopted, as well as to owners of property located within 500 feet of the boundaries of these prospective properties above; and

WHEREAS, the City Council of the City of Foster City carefully reviewed and considered the staff report and all attachment thereto presented as part of the agenda for the public hearing regarding the proposed ordinance to amend the Foster City Zoning Municipal Code to add provisions regarding an Affordable Housing Overlay Combining District, including the EPS Studies and this Ordinance, any and all timely submitted correspondence, all information submitted at or prior to the public hearing, and all public comment and testimony presented at the public hearing (collectively, the “**Record**”); now, therefore, be it resolved that

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council does hereby find and determine based upon the aforementioned Record as follows:

- (a) The Public Hearing was properly noticed and conducted in accordance with State law and the Foster City Municipal Code; and
- (b) The adoption of the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code, is exempt from review under the California Environmental Quality Act (CEQA) as it is not considered a ‘project’ under Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because the ordinance will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In addition, even if the adoption of the ordinance was considered a “project” under CEQA, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed ordinance is covered by the common sense exemption providing that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where, as is the case with the adoption of this proposed ordinance, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- (c) The provision of safe and stable housing for households at all income levels is essential for the public welfare of the City. Housing in Foster City, both rental and for-sale housing, has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of extremely low, very low or low income households. As a result, there is a severe shortage of adequate, affordable housing for extremely low, very low and lower income households, as evidenced by the findings in the City’s 2015 – 2023 Housing Element: and
- (d) As provided in the Housing Element of the General Plan, Housing Element Goal H-D, Housing Element Program H-D-2-b “Affordable Housing Overlay Combining District”, the City wishes to encourage the production of additional housing units, including affordable units, through redevelopment of areas already developed with housing by private interests; and

- (e) Based on the findings above, the City desires to further the public health, safety and welfare by providing an incentive for areas already developed with housing to redevelop those areas with additional housing units, including affordable units, through the creation of an overlay combining district for certain areas of the City; and
- (f) The proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code, is consistent with the General Plan.

Section 3. Chapter 17.92, Affordable Housing Overlay Combining District, is hereby added to Title 17, Zoning, of the Foster City Municipal Code to read as follows:

Chapter 17.92

AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT

Sections:

- 17.92.010 Purpose.
- 17.92.020 Establishment.
- 17.92.030 Definitions.
- 17.92.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

17.92.010 Purpose.

The purpose of the affordable housing overlay (“AHO”) combining district established by this Chapter is to:

- A. Encourage the development of below market rate rental dwelling units for extremely low-, very low- and low-income households on sites that are designated Apartment Residential in the General Plan; and
- B. Provide an alternative to the percentage of below market rate dwelling units required by Chapter 17.90 that targets the extremely low-, very low- and low-income units and at the same time reduces the overall percentage of below market rate dwelling units required; and
- C. Enhance the public welfare by establishing policies and encouraging the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, California Government Code Section 65580 and following; and
- D. Promote the City’s goals as stated in the Housing Element of the General Plan to increase the supply of below market rate housing to meet the City’s regional share of extremely low-, very low-, and low-income housing needs and the needs of

special groups, including the elderly, disabled, small and large families, and local workers by imposing an inclusionary requirement for residential development projects; and

- E. Reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work.
- F. Support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and
- G. Affirmatively further the policies and purposes of the Fair Housing Act, also known as “Affirmatively Further Fair Housing”, by reducing segregation and concentration of poverty; and
- H. Implement the City’s policies contained in the Housing Element of the General Plan to create an Affordable Housing Overlay District to encourage the production of additional housing units, including affordable housing units at existing, older apartments, in a manner appropriate to their neighborhood and surrounding development.

17.92.020 Establishment.

The AHO combining district may be established or removed from the zoning map upon the application of a property owner or owners, or upon the initiative of the city council or planning commission, in accordance with the procedures set forth in Chapter 17.74. Only properties designated Apartment Residential on the Land Use Plan Map of the General Plan shall be eligible for the AHO combining district.

17.92.030 Definitions.

For purposes of this Chapter, the definitions set forth in Section 17.90.020 of Chapter 17.90 of the Foster City Municipal Code shall be, and hereby are, incorporated herein by this reference as if set forth in full.

17.92.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

- A. **Substitution for Number of Dwelling Units Required by Chapter 17.90.** In lieu of the percentage of below market rate dwelling units required by Chapter 17.90, developers of rental residential development projects of ten (10) or more dwelling units shall provide the percentage of below market rate dwelling units specified in Section 17.92.040.B below. All other provisions of Chapter 17.90 shall apply, except those provisions pertaining only to for-sale residential development projects and below market rate dwelling units available as for-sale units.
- B. **Number of Below Market Rate Dwelling Units and Level of Affordability.** For the purposes of this section, "total dwelling units" does not include (i) dwelling units awarded above the otherwise-allowable maximum density as part of a density bonus in Chapter 17.86 (Density Bonuses), or (ii) in a residential development project that will require the demolition of dwelling units, the number of dwelling units demolished,

provided the residential development project will create at least as many dwelling units as will be demolished and otherwise complies with the requirements of California Government Code Section 666300 (d), as applicable to the demolished units.

1. **Rental Projects.** Seven percent (7%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by low income households at or below market rate rents; four percent (4%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by very low income households at or below market rate rents; and four percent (4%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by extremely low income households at or below market rate rents. Alternative percentages and levels of affordability may be considered as part of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement (Section 17.90.070) and the reviewing authority may approve or conditionally approve such an alternative if it determines, based on substantial evidence, that such alternative percentages and levels of affordability will provide as many or more below market rate dwelling units at the same or lower income levels or will otherwise provide greater public benefit than the requirement set forth herein.
2. **Fractional Units.** In calculating the number of below market rate dwelling units required pursuant to Sections 17.92.040.B.1 above, any fraction of less than 0.50 shall be satisfied by payment of an amount equal to the Below Market Rate Housing In-Lieu Fee established pursuant to Section 17.90.050 times the applicable fraction, and any fraction of 0.50 or more shall be satisfied by developing one (1) below market rate dwelling unit available for rental to and occupancy by eligible households at the applicable household income level and at below market rate rent.

Section 4. Effective Date. This ordinance shall take effect thirty (30) days following its final passage.

Section 5. 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.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this chapter is held to be invalid or unconstitutional including by any court with jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council declares that it would have passed this article, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

This ordinance was introduced and read on the 7th day of March, 2022, and passed and adopted on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF FOSTER CITY ADDING A NEW CHAPTER 17.92, AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT, TO TITLE 17, ZONING, OF THE FOSTER CITY MUNICIPAL CODE

CITY OF FOSTER CITY

WHEREAS, there is a shortage of affordable housing in the City of Foster City ("City") as documented in the 2015-2023 General Plan Housing Element; and

WHEREAS, California Government Code Section 65580(d) states that all cities have a responsibility to use the powers vested in them to facilitate the improvement and development of housing and to make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, consistent with State law, Housing Element Goal H-D is to "Consider Potential Public and Private Redevelopment Opportunities to Increase the Supply of Housing"; and

WHEREAS, in order to implement Housing Element Goal H-D, Housing Element Program H-D-2-b "Affordable Housing Overlay Combining District" calls for the City to adopt and implement an Affordable Housing Overlay (AHO) to encourage the production of additional housing units, including affordable units, in areas already developed with housing; and

WHEREAS, the City wishes to implement Housing Element Program H-D-2-b with clear and objective standards to be set forth in an ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will provide additional options for compliance with inclusionary housing requirements for redevelopment of existing apartment developments that will encourage the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, and is essential for the public welfare; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will increase the supply of below market rate housing to meet the City's regional share of extremely low-, very low- and, low-~~and moderate~~-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers; and

WHEREAS, provision of housing at a variety of income levels will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will affirmatively further the policies and purposes of the Fair Housing Act, also known as “Affirmatively Further Fair Housing” by reducing segregation and concentration of poverty; and

WHEREAS, the City has received and considered the analysis prepared by Economic and Planning Systems, Inc. (EPS), including memorandum titled “Housing Fee Implementation Considerations” (January 24, 2022), “Rental Inclusionary Housing In-Lieu Fee” (January 20, 2022), and “Ownership Inclusionary Housing In-Lieu Fee” (January 11, 2022) (collectively, the “EPS Studies”); and

WHEREAS, the City Council has requested that the Planning Commission consider the adoption of ordinances adding provisions to the Municipal Code to address the need for housing affordable to households at all income levels, including adoption of an ordinance to create the AHO with the goal of encouraging the production of additional housing units, including affordable units, in areas already developed with housing; and

WHEREAS, the Planning Commission considered the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code at a noticed public hearing on February 3, 2022 and adopted Resolution P-02-22 recommending City Council approval; and

WHEREAS, the City provided notice of the public hearing (“**Notice**”) and held a public hearing on March 7, 2022, regarding the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code, pursuant to Government Code Section 65856; and

WHEREAS, as required by Government Code Sections 65856 and 65090, the Notice contained the information required by Government Code Section 65094, and was published in compliance with Government Code Section 6061 on February 16, 2022 and February 23, 2022 in the Foster City Islander, a newspaper of general circulation with the City of Foster City; and

WHEREAS, the Notice was duly posted and mailed to the owners of the properties being considered for inclusion within the Affordable Housing Overlay Combining District, if created and adopted, as well as to owners of property located within 500 feet of the boundaries of these prospective properties above; and

WHEREAS, the City Council of the City of Foster City carefully reviewed and considered the staff report and all attachment thereto presented as part of the agenda for the public hearing regarding the proposed ordinance to amend the Foster City Zoning Municipal Code to add provisions regarding an Affordable Housing Overlay Combining District, including the EPS Studies and this Ordinance, any and all timely submitted correspondence, all information submitted at or prior to the public hearing, and all public comment and testimony presented at the public hearing (collectively, the “**Record**”); now, therefore, be it resolved that

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council does hereby find and determine based upon the aforementioned Record as follows:

- (a) The Public Hearing was properly noticed and conducted in accordance with State law and the Foster City Municipal Code; and
- (b) The adoption of the proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code, is exempt from review under the California Environmental Quality Act (CEQA) as it is not considered a ‘project’ under Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because the ordinance will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In addition, even if the adoption of the ordinance was considered a “project” under CEQA, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed ordinance is covered by the common sense exemption providing that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where, as is the case with the adoption of this proposed ordinance, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- (c) The provision of safe and stable housing for households at all income levels is essential for the public welfare of the City. Housing in Foster City, both rental and for-sale housing, has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of extremely low, very low or, low, ~~or moderate~~ income households. As a result, there is a severe shortage of adequate, affordable housing for extremely low, very low and, lower, ~~and moderate~~ income households, as evidenced by the findings in the City’s 2015 – 2023 Housing Element: and
- (d) As provided in the Housing Element of the General Plan, Housing Element Goal H-D, Housing Element Program H-D-2-b “Affordable Housing Overlay Combining District”, the City wishes to encourage the production of additional housing units,

including affordable units, through redevelopment of areas already developed with housing by private interests; and

- (e) Based on the findings above, the City desires to further the public health, safety and welfare by providing an incentive for areas already developed with housing to redevelop those areas with additional housing units, including affordable units, through the creation of an overlay combining district for certain areas of the City; and
- (f) The proposed ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code, is consistent with the General Plan.

Section 3. Chapter 17.92, Affordable Housing Overlay Combining District, is hereby added to Title 17, Zoning, of the Foster City Municipal Code to read as follows:

Chapter 17.92

AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT

Sections:

- 17.92.010 Purpose.
- 17.92.020 Establishment.
- 17.92.030 Definitions.
- 17.92.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

17.92.010 Purpose.

The purpose of the affordable housing overlay (“AHO”) combining district established by this Chapter is to:

- A. Encourage the development of below market rate rental dwelling units for extremely low-, very low- and low-income households on sites that are designated Apartment Residential in the General Plan; and
- B. Provide an alternative to the percentage of below market rate dwelling units required by Chapter 17.90 that targets the extremely low-, very low- and low-income units and at the same time reduces the overall percentage of below market rate dwelling units required; and
- C. Enhance the public welfare by establishing policies and encouraging the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, California Government Code Section 65580 and following; and

- D. Promote the City's goals as stated in the Housing Element of the General Plan to increase the supply of below market rate housing to meet the City's regional share of extremely low-, very low-, and low-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers by imposing an inclusionary requirement for residential development projects; and
- E. Reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work.
- F. Support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and
- G. Affirmatively further the policies and purposes of the Fair Housing Act, also known as "Affirmatively Further Fair Housing", by reducing segregation and concentration of poverty; and
- H. Implement the City's policies contained in the Housing Element of the General Plan to create an Affordable Housing Overlay District to encourage the production of additional housing units, including affordable housing units at existing, older apartments, in a manner appropriate to their neighborhood and surrounding development.

17.92.020 Establishment.

The AHO combining district may be established or removed from the zoning map upon the application of a property owner or owners, or upon the initiative of the city council or planning commission, in accordance with the procedures set forth in Chapter 17.74. Only properties designated Apartment Residential on the Land Use Plan Map of the General Plan shall be eligible for the AHO combining district.

17.92.030 Definitions.

For purposes of this Chapter, the definitions set forth in Section 17.90.020 of Chapter 17.90 of the Foster City Municipal Code shall be, and hereby are, incorporated herein by this reference as if set forth in full.

17.92.040 Requirements for Inclusion of Below Market Rate Dwelling Units.

- A. **Substitution for Number of Dwelling Units Required by Chapter 17.90.** In lieu of the percentage of below market rate dwelling units required by Chapter 17.90, developers of rental residential development projects of ten (10) or more dwelling units ~~shall may instead choose to~~ provide the percentage of below market rate dwelling units specified in Section 17.92.040.B below. All other provisions of Chapter 17.90 shall apply, except those provisions pertaining only to for-sale residential development projects and below market rate dwelling units available as for-sale units.
- B. **Number of Below Market Rate Dwelling Units and Level of Affordability.** For the purposes of this section, "total dwelling units" does not include (i) dwelling units

awarded above the otherwise-allowable maximum density as part of a density bonus in Chapter 17.86 (Density Bonuses), or (ii) in a residential development project that will require the demolition of dwelling units, the number of dwelling units demolished, provided the residential development project will create at least as many dwelling units as will be demolished and otherwise complies with the requirements of California Government Code Section 666300 (d), as applicable to the demolished units.

1. **Rental Projects.** Seven percent (7%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by low income households at or below market rate rents; four percent (4%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by very low income households at or below market rate rents; and four percent (4%) of the proposed total dwelling units shall be below market rate dwelling units occupied by or available for occupancy by extremely low income households at or below market rate rents. Alternative percentages and levels of affordability may be considered as part of the Below Market Rate Housing Plan and Below Market Rate Housing Agreement (Section 17.90.070) and the reviewing authority may approve or conditionally approve such an alternative if it determines, based on substantial evidence, that such alternative percentages and levels of affordability will provide as many or more below market rate dwelling units at the same or lower income levels or will otherwise provide greater public benefit than the requirement set forth herein.
2. **Fractional Units.** In calculating the number of below market rate dwelling units required pursuant to Sections 17.92.040.B.1 above, any fraction of less than 0.50 shall be satisfied by payment of an amount equal to the Below Market Rate Housing In-Lieu Fee established pursuant to Section 17.90.050 times the applicable fraction, and any fraction of 0.50 or more shall be satisfied by developing one (1) below market rate dwelling unit available for rental to and occupancy by eligible households at the applicable household income level and at below market rate rent.

Section 4. **Effective Date.** This ordinance shall take effect thirty (30) days following its final passage.

Section 5. **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.

Section 6. **Severability.** If any section, subsection, sentence, clause, or phrase of this chapter is held to be invalid or unconstitutional including by any court with jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council declares that it would have passed this article, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

This ordinance was introduced and read on the 7th day of March, 2022, and passed and adopted on the ___ day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF FOSTER CITY AMENDING THE FOSTER CITY ZONING MAP TO ZONE CERTAIN PROPERTIES WITHIN THE AFFORDABLE HOUSING OVERLAY COMBINING DISTRICT

CITY OF FOSTER CITY

WHEREAS, there is a shortage of affordable housing in the City of Foster City ("City") as documented in the 2015-2023 General Plan Housing Element; and

WHEREAS, California Government Code Section 65580(d) states that all cities have a responsibility to use the powers vested in them to facilitate the improvement and development of housing and to make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, consistent with State law, Housing Element Goal H-D is to "Consider Potential Public and Private Redevelopment Opportunities to Increase the Supply of Housing"; and

WHEREAS, in order to implement Housing Element Goal H-D, Housing Element Program H-D-2-b "Affordable Housing Overlay Combining District" calls for the City to adopt and implement an Affordable Housing Overlay (AHO) to encourage the production of additional housing units, including affordable units, in areas already developed with housing; and

WHEREAS, the City wishes to implement Housing Element Program H-D-2-b with clear and objective standards to be set forth in an ordinance adding a new Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will provide additional options for compliance with inclusionary housing requirements for redevelopment of existing apartment developments that will encourage the development and availability of housing opportunities to a broad range of households with varying income levels within the City as mandated by State Law, and is essential for the public welfare; and

WHEREAS, adopting clear and objective standards for the creation and application of the AHO will increase the supply of below market rate housing to meet the City's regional share of very low-, low- and moderate-income housing needs and the needs of special groups, including the elderly, disabled, small and large families, and local workers; and

WHEREAS, provision of housing at a variety of income levels will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will support the local economy by making it easier for employers to attract and retain workers by providing people at all income levels more opportunities to live near where they work; and

WHEREAS, provision of housing at a variety of income levels will affirmatively further the policies and purposes of the Fair Housing Act, also known as “Affirmatively Further Fair Housing” by reducing segregation and concentration of poverty; and

WHEREAS, the City has received and considered the analysis prepared by Economic and Planning Systems, Inc. (EPS), including memorandum titled “Housing Fee Implementation Considerations” (January 24, 2022), “Rental Inclusionary Housing In-Lieu Fee” (January 20, 2022), and “Ownership Inclusionary Housing In-Lieu Fee” (January 11, 2022) (collectively, the “EPS Studies”); and

WHEREAS, the City Council, by adoption of Resolution No. 2021-52 on May 3, 2021, has requested that the Planning Commission consider the adoption of an ordinance to amend the Foster City Zoning Map to zone the below referenced properties within the Affordable Housing Overlay Combining District, to be set forth in a new Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code:

1. Beach Cove Apartments, 605-1021 Catamaran Street, APNs 094-320-040 & 094-330-010
2. Franciscan Apartments, 888 Foster City Boulevard, APN 094-091-020
3. Sand Cove Apartments, 707-939 Shell Boulevard, APN 094-470-160
4. Shadow Cove Apartments, 1019-1087 Foster City Boulevard, APN 094-312-780
5. The Lagoons Apartments, 611-899 Bounty Drive, APN 094-472-010
6. Lantern Cove Apartments, 244 Rock Harbor Lane, APNs 097-160-110 & 120
7. Schooner Bay Apartments, Timberhead Lane, Halyard Lane, Stanchion Lane, Masthead Lane, Quadrant Lane, Cutwater Lane, Jibstay Lane, Bobstay Lane, Windlass Lane, Pinrail Lane, APNs 097-140-070 & 080; 097-150-020, 030, 050, 110, & 120; and

WHEREAS, the Planning Commission considered the proposed amendment to the zoning map at a noticed public hearing on February 3, 2022 and adopted Resolution P-03-22 recommending City Council approval; and

WHEREAS, the City provided notice of the public hearing (“**Notice**”) and held a public hearing on March 7, 2022, regarding the proposed ordinance to amend the Foster City Zoning Map to zone the above referenced properties within the Affordable Housing Overlay Combining District, pursuant to Government Code Section 65856; and

WHEREAS, as required by Government Code Sections 65856 and 65090, the Notice contained the information required by Government Code Section 65094, and was published in compliance with Government Code Section 6061 on February 16, 2022 and February 23, 2022 in the Foster City Islander, a newspaper of general circulation with the City of Foster City; and

WHEREAS, the Notice was duly posted and mailed to the owners of the properties referenced above and to be included within the Affordable Housing Overlay Combining District, as well as to owners of property located within 500 feet of the boundaries of the properties above; and

WHEREAS, the City Council of the City of Foster City carefully reviewed and considered the staff report and all attachment thereto presented as part of the agenda for the public hearing regarding the proposed ordinance to amend the Foster City Zoning Map to zone the above referenced properties within the Affordable Housing Overlay Combining District, including the EPS Studies and this Ordinance, any and all timely submitted correspondence, all information submitted at or prior to the public hearing, and all public comment and testimony presented at the public hearing (collectively, the **“Record”**); now, therefore, be it resolved that

THE CITY COUNCIL OF THE CITY OF FOSTER CITY DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council does hereby find and determine based upon the aforementioned Record as follows:

- (a) The Public Hearing was properly noticed and conducted in accordance with State law and the Foster City Municipal Code; and
- (b) The adoption of the proposed ordinance amending the Foster City Zoning Map to zone the above reference properties within the Affordable Housing Overlay Combining District, to be set forth in Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code, is exempt from review under the California Environmental Quality Act (CEQA) as it is not considered a ‘project’ under Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because the ordinance will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. In addition, even if the adoption of the ordinance was considered a “project” under CEQA, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed ordinance is covered by the common sense exemption providing that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where, as is the case with the adoption of this proposed ordinance, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

- (c) The provision of safe and stable housing for households at all income levels is essential for the public welfare of the City. Housing in Foster City, both rental and for-sale housing, has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of very low, low, or moderate income households. As a result, there is a severe shortage of adequate, affordable housing for very low, lower, and moderate income households, as evidenced by the findings in the City's 2015 – 2023 Housing Element: and
- (d) As provided in the Housing Element of the General Plan, Housing Element Goal H-D, Housing Element Program H-D-2-b "Affordable Housing Overlay Combining District", the City wishes to encourage the production of additional housing units, including affordable units, through redevelopment of areas already developed with housing by private interests; and
- (e) Based on the findings above, the City desires to further the public health, safety and welfare by providing an incentive for areas already developed with housing to redevelop those areas with additional housing units, including affordable units, through the creation of an overlay combining district for certain areas of the City; and
- (f) The proposed ordinance adding Chapter 17.92, Affordable Housing Overlay Combining District, to Title 17 of the Foster City Municipal Code, is consistent with the General Plan; and
- (g) The proposed ordinance to amend the Foster City Zoning Map to apply the provisions to be set forth in Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code, to the specific properties listed in Section 3 below and as shown on **Exhibit A** attached hereto and incorporated herein, is consistent with the General Plan.

Section 3. That the City of Foster City Zoning Map is hereby amended to classify the properties, as listed below and as shown on **Exhibit A** attached hereto and incorporated herein, to be located within the Affordable Housing Overlay Combining District, as set forth in Chapter 17.92, Affordable Housing Overlay Combining District, of Title 17 of the Foster City Municipal Code:

1. Beach Cove Apartments, 605-1021 Catamaran Street, APNs 094-320-040 & 094-330-010
2. Franciscan Apartments, 888 Foster City Boulevard, APN 094-091-020
3. Sand Cove Apartments, 707-939 Shell Boulevard, APN 094-470-160
4. Shadow Cove Apartments, 1019-1091 Foster City Boulevard, APN 094-312-780
5. The Lagoons Apartments, 611-899 Bounty Drive, APN 094-472-010
6. Lantern Cove Apartments, 244 Rock Harbor Lane, APNs 097-160-110 & 120
7. Schooner Bay Apartments, Timberhead Lane, Halyard Lane, Stanchion Lane, Masthead Lane, Quadrant Lane, Cutwater Lane, Jibstay Lane, Bobstay Lane, Windlass Lane, Pinrail Lane, APNs 097-140-070 & 080; 097-150-020, 030, 050, 110, & 120

Section 4. Effective Date. This ordinance shall take effect thirty (30) days following its final passage.

Section 5. 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.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this chapter is held to be invalid or unconstitutional including by any court with jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The City Council declares that it would have passed this article, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

This ordinance was introduced and read on the 7th day of March, 2022, and passed and adopted on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

Exhibit A: Page 1 of 7
Beach Cove Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 18.7-acre lands at 605-1021 Catamaran Street (APN: 094-320-040 and 094-330-010) to change the Zoning Map Designation from R-4/PD (High Density Multiple-Family Residence/Planned Development) to R-4/PD/AHO (High Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 1.

Figure 1: Beach Cove Apartments

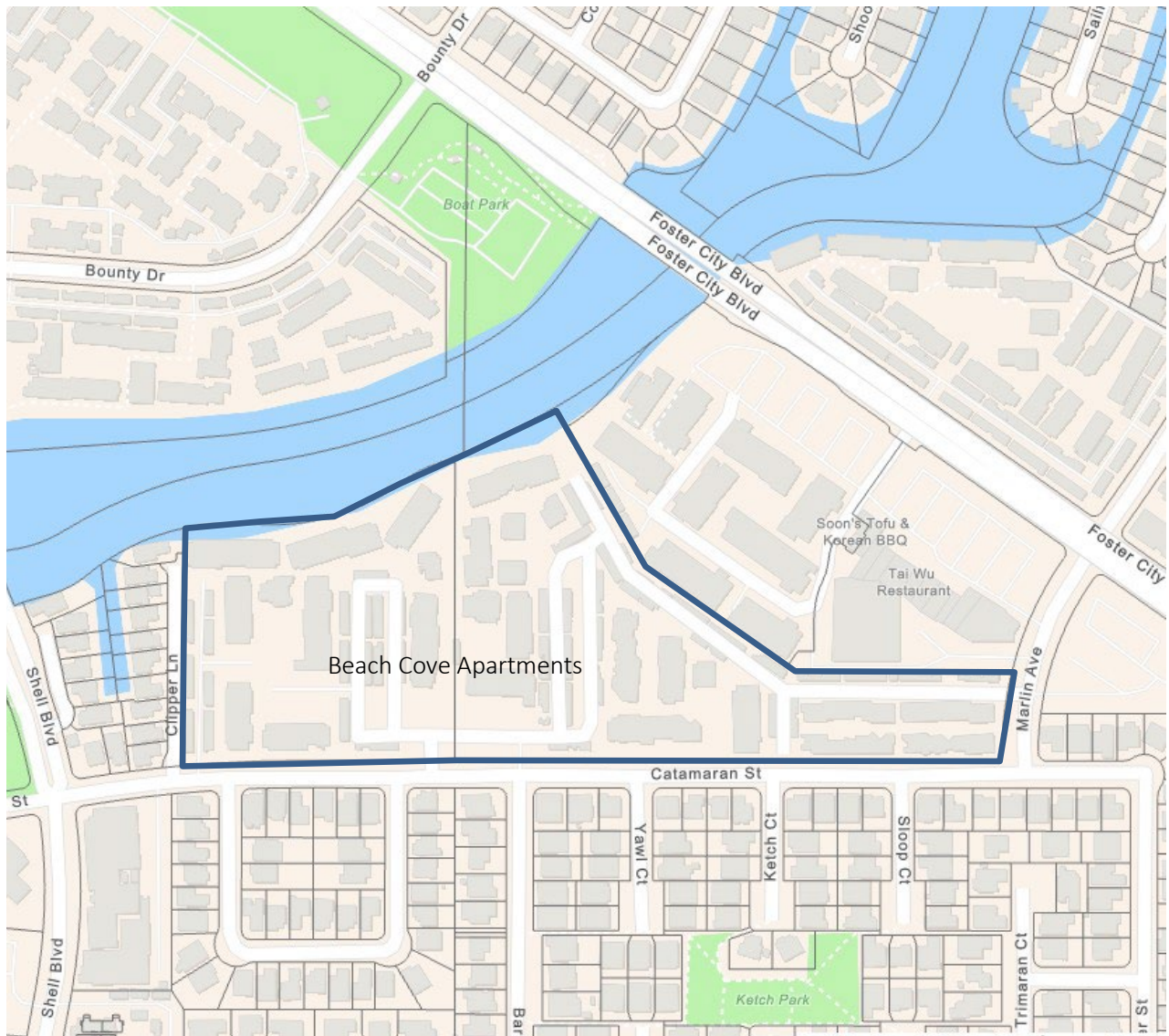


Exhibit A: Page 2 of 7
Franciscan Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 6.4-acre lands at 888 Foster City Boulevard (APN: 094-091-020) to change the Zoning Map Designation from R-3 (Medium Density Multiple-Family Residence) to R-3/AHO (Medium Density Multiple-Family Residence/Affordable Housing Overlay) Combining District as indicated in Figure 2.

Figure 2: Franciscan Apartments



Exhibit A: Page 3 of 7
Sand Cove Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 8.77-acre lands at 707-939 Shell Boulevard (APN: 094-470-160) to change the Zoning Map Designation from R-3/PD (Medium Density Multiple-Family Residence/Planned Development) to R-3/PD/AHO (Medium Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 3.

Figure 3: Sand Cove Apartments

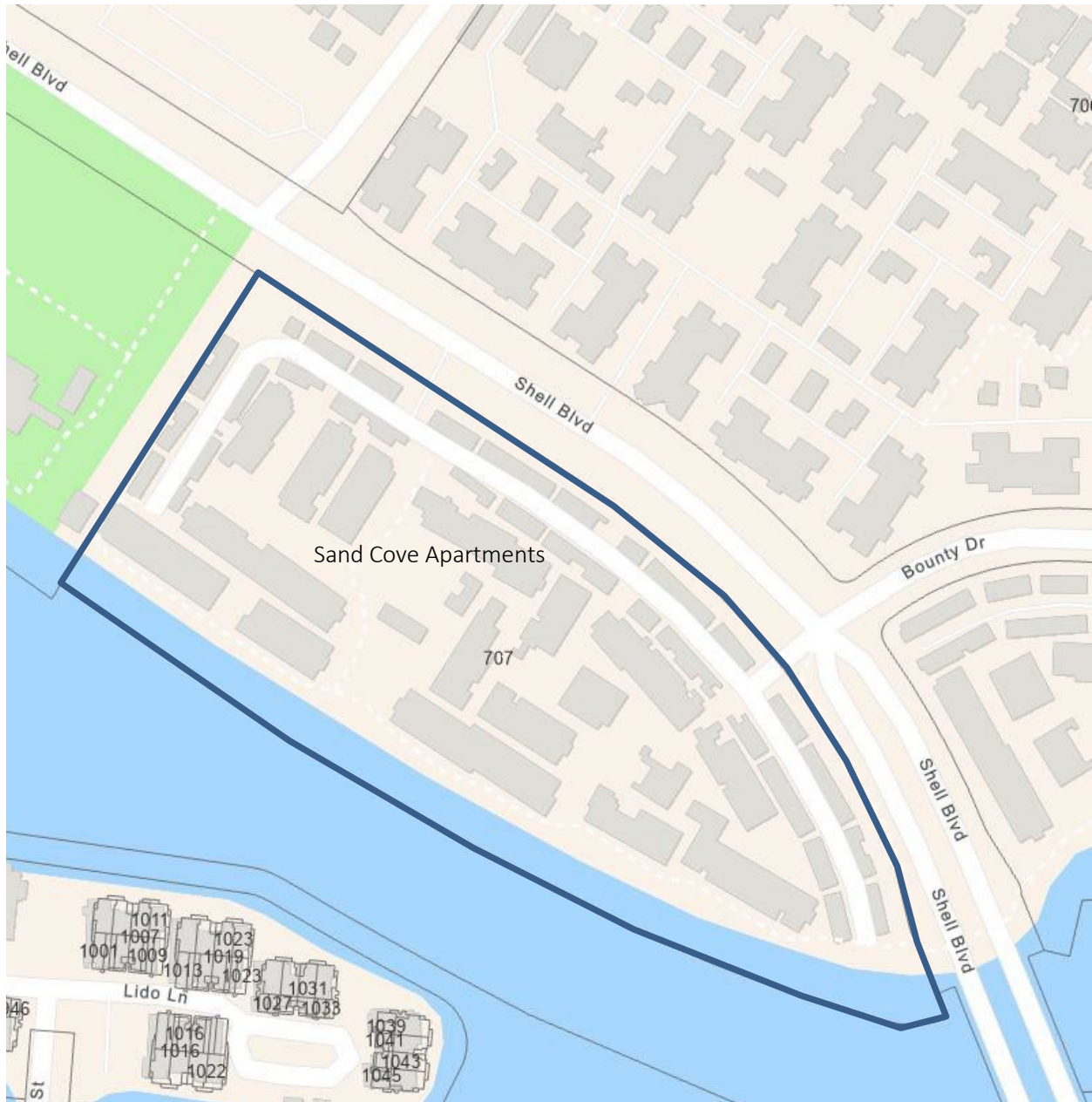


Exhibit A: Page 4 of 7
The Lagoons Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 9.64-acre lands at 611-899 Bounty Drive (APN: 094-472-010) to change the Zoning Map Designation from R-3/PD (Medium Density Multiple-Family Residence/Planned Development) to R-3/PD/AHO (Medium Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 4.

Figure 4: The Lagoons Apartments

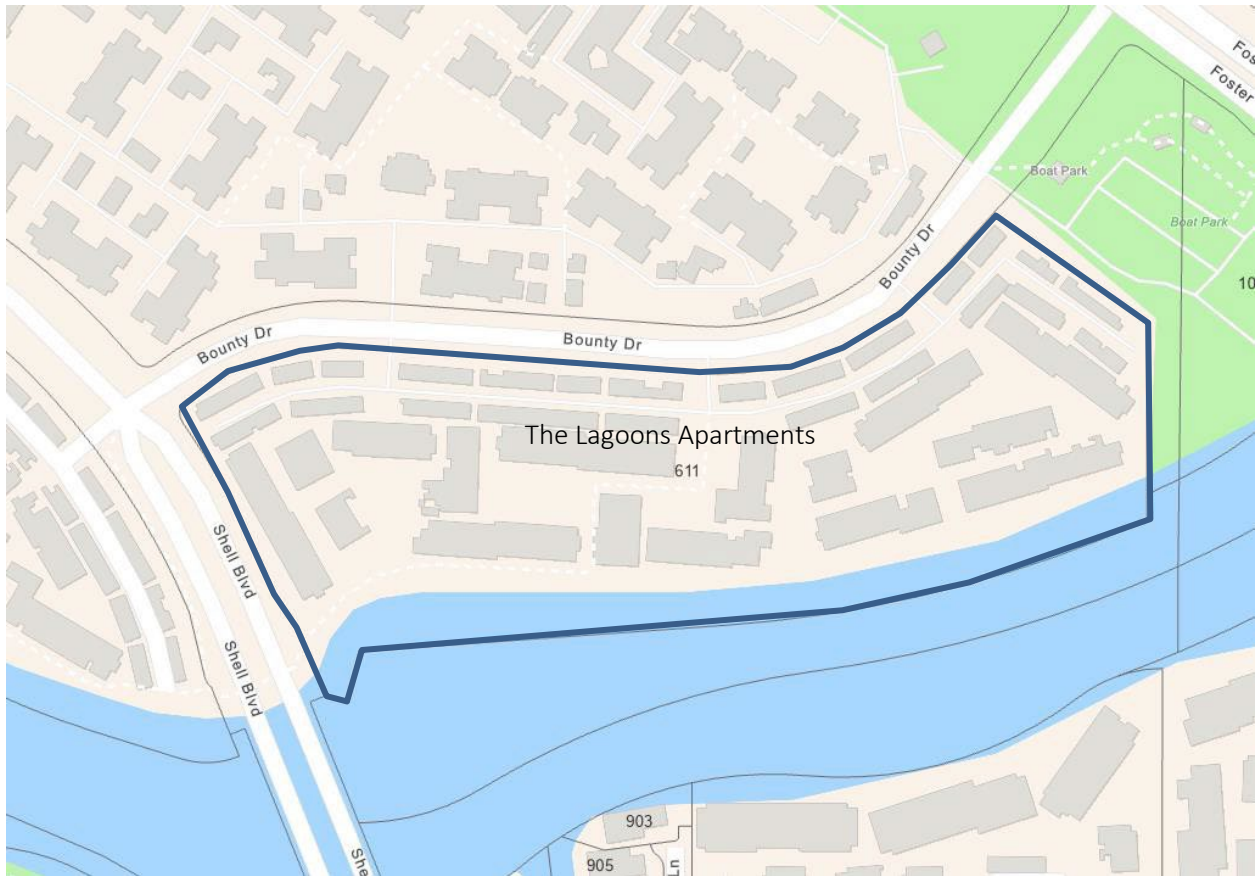


Exhibit A: Page 5 of 7
Shadow Cove Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 7.9-acre lands at 1019-1087 Foster City Boulevard (APN: 094-312-780) to change the Zoning Map Designation from R-4/PD (High Density Multiple-Family Residence/Planned Development) to R-4/PD/AHO (High Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 5.

Figure 5: Shadow Cove Apartments



Exhibit A: Page 6 of 7
Lantern Cove Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 16.8-acre lands at 244 Rock Harbor Lane (APN: 097-160-110 and 097-160-120) to change the Zoning Map Designation from R-3/PD (Medium Density Multiple-Family Residence/Planned Development) to R-3/PD/AHO (Medium Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 6.

Figure 6: Lantern Cove Apartments

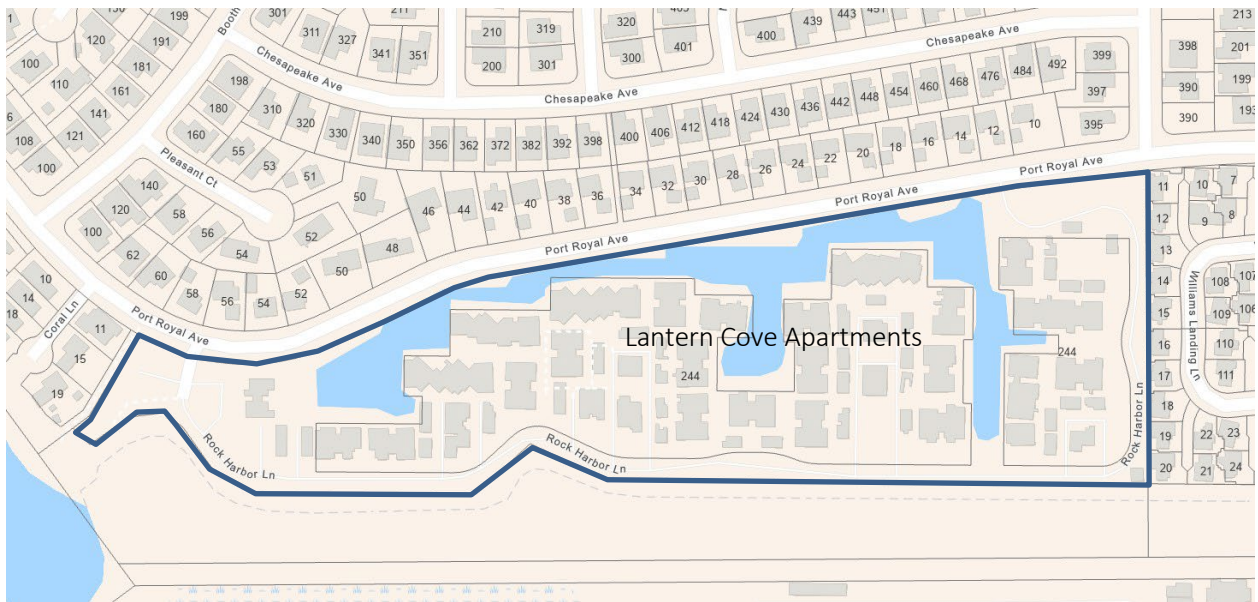
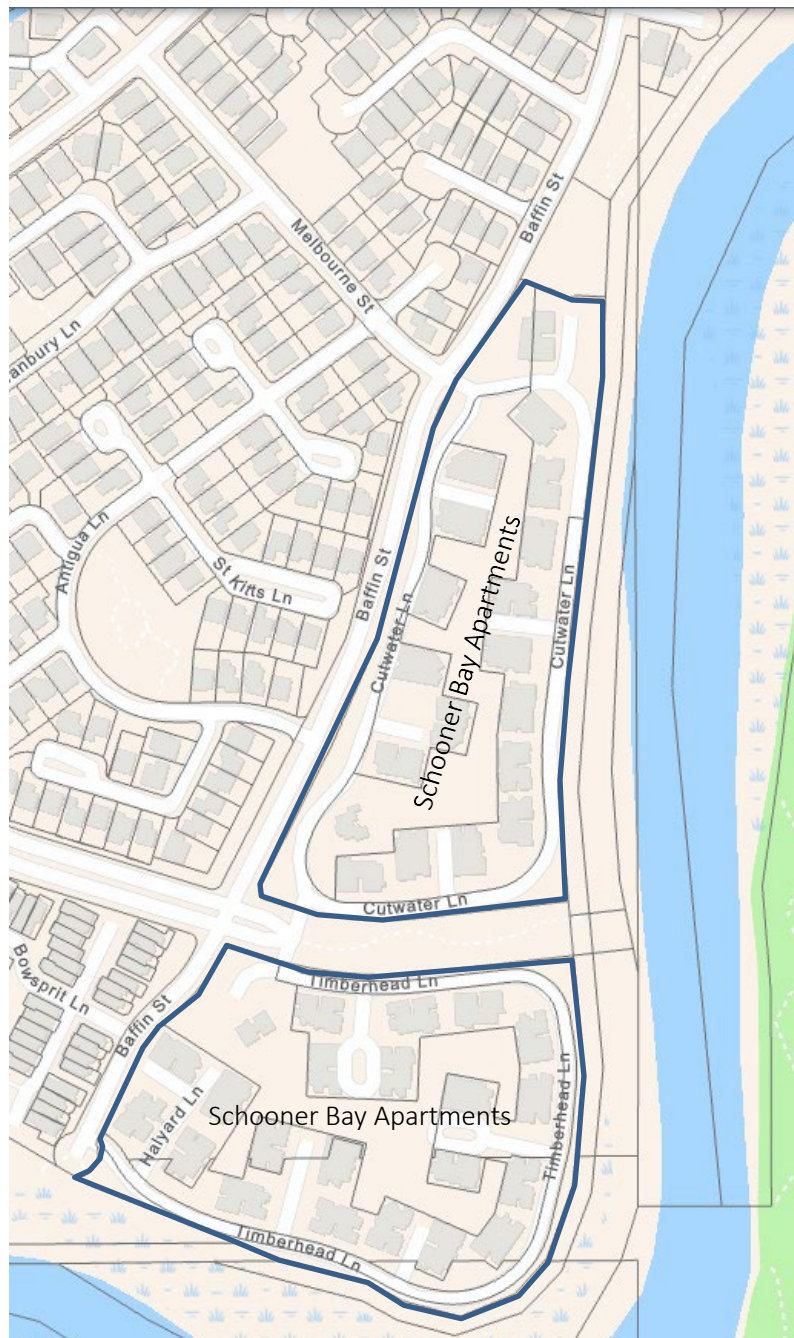


Exhibit A: Page 7 of 7
Schooner Bay Apartments

The City of Foster City Zoning Map is hereby amended to reclassify the 24.8-acre lands at Timberhead Lane, Halyard Lane, Stanchion Lane, Masthead Lane, Quadrant Lane, Cutwater Lane, Jobstay Lane, Bobstay Lane, Windlass Lane, and Pinrail Lane (APN: 097-140-070 and 080; 097-150-020, 030, 050, 110, and 120) to change the Zoning Map Designation from R-3/PD (Medium Density Multiple-Family Residence/Planned Development) to R-3/PD/AHO (Medium Density Multiple-Family Residence/Planned Development/Affordable Housing Overlay) Combining District as indicated in Figure 7.

Figure 7: Schooner Bay Apartments





DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Priscilla Schaus, Communications Director/City Clerk

SUBJECT: AGREEMENT WITH PENINSULA MEDIA FOR VIDEO
TECHNICIAN SERVICES

RECOMMENDATION

It is recommended that City Council adopt the attached resolution approving an agreement with Pen Media for Video Technician Services from May 1, 2022 to April 30, 2023 for the initial year, with the option to extend the agreement for an additional two years in an amount not to exceed \$35,000 in any of the three years. The estimated contracted amounts are:

- \$24,750 in the first year;
- \$26,125 in the second year; and
- \$27,500 in the third year.

EXECUTIVE SUMMARY

Video Technician services ensure the recording and cablecast of City Council and Planning Commission meetings, maintenance of the FCTV Bulletin Board content and functionality, the recording and cablecast of additional events using the vendor's own equipment outside of the City Council Chambers, advisory input and technical troubleshooting on broadcast equipment serviceability, and other tasks associated with maintaining Foster City Television (FCTV) services.

The City entered into an agreement for Video Technician Services on March 2, 2020 for Fiscal Year 2020-2021, with the option to extend for Fiscal Years 2021-2022 and 2022-2023. On December 3, 2021 staff received a letter stating that the service provider would cease operations on December 31, 2021. To ensure continuity of services, the City entered into a short-term agreement to allow sufficient time to issue a Request for Proposals (RFP), review proposals, and present a new multiyear agreement for City Council approval. The City Council approved the issuance of an RFP at the January 18, 2022 City Council meeting, and the RFP was subsequently posted on the City's website and sent to vendors that provide similar services regionally.

Three service providers attended the required walk-through of facilities, and all three attendees submitted a proposal. Based on the submittal of a reasonable, responsive, and responsible proposal, staff recommends awarding the Video Technician Agreement to Pen Media LLC from May 1, 2022 to April 30, 2022 for the initial year, with options to extend the agreement for an additional two years in amounts not to exceed \$35,000 annually.

BACKGROUND/ANALYSIS

Foster City Television (FCTV) is Foster City's Government Access Cable Television Channel, providing local information to Foster City since 1986. FCTV can be found on Comcast Channel 27, AT&T Channel 99 or streaming on YouTube and the Foster City website. Foster City TV's mission is to serve the people of Foster City by providing accurate and current information about policies, services, and activities of the City government and local events. As an essential part of FCTV, City Council and Planning Commission meetings are recorded and cablecast, with additional regularly scheduled replays. The recording and cablecasting of meetings, as well as other City events, has been provided through a Video Technician agreement since 2012, following the elimination of a video technician staff position.

The Council Chambers has a well-equipped control room where live City meetings are directed and recorded. All live meetings are typically directed by one Video Technician. This Video Technician has remote control over five high-definition cameras to capture all of the proceedings inside the Council Chambers – four pan/tilt/zoom cameras plus one fixed mounted zoom document camera. The Video Technician also has the capability of monitoring and controlling eleven fixed microphones and up to six wireless microphones. The Video Technician coordinates audio/visual (A/V) needs for

the meeting participants using the Crestron Control system, as well as directs the video switching and monitors audio levels for broadcast and recording. The Video Technician also maintains the FCTV bulletin board content and functionality, provides advisory input and technical troubleshooting on broadcast equipment serviceability, and other tasks associated with maintaining FCTV services.

Additionally, the Video Technician Vendor contract provides pricing for an additional fee for the recording of special events, such as the Community Dialogue Series, Town Hall meetings, or similar events that take place at the Recreation Center, Community Center, or at comparable venues outside of the City Council Chambers.

The City entered into an agreement for Video Technician Services on March 2, 2020 for Fiscal Year 2020-2021, with the option to extend for Fiscal Years 2021-2022 and 2022-2023. On December 3, 2021 staff received a letter stating that the service provider will cease operations on December 31, 2021. To ensure continuity of services, the City entered into a short-term agreement to allow sufficient time to issue an RFP, review proposals, and present a new multiyear agreement for City Council approval. The City Council approved the issuance of an RFP at the January 18, 2022 City Council meeting, and the RFP was subsequently posted on the City's website and sent to vendors that provide similar services regionally.

Three service providers attended the required walk-through of facilities, and all three attendees submitted a proposal. All three service providers have performed similar work in neighboring cities, confirmed their ability to perform the work outlined in the Core Contract Scope of Work, and disclosed any noticing requirements. Below is a table illustrating the base cost of the proposal submittals:

Contractor	Base Proposal Amount Year 1	Base Proposal Amount Year 2	Base Proposal Amount Year 3	Special Event
Pen Media	\$24,750	\$26,125	\$27,500	\$1,500+ per special event
Midpeninsula Television	\$31,000-\$41,000 * range reflects 1 or 2 video technicians	\$32,000	\$33,000	4 special events included
Millbrae Community Television	\$39,800	\$51,200	\$63,240	3 special events included

Pen Media is comprised of former employees of Peninsula Television who have provided satisfactory service to the City since 2015. Pen Media submitted a proposal with a base cost estimate that is less than the next lowest proposal. Although special event coverage is not included in the Pen Media base price, staff determined that the pricing provided is favorable based on minimal historical usage of special event services. Special event services, if needed, will be paid on an ad-hoc basis.

Based on the submittal of a reasonable, responsive, and responsible proposal, staff recommends awarding the Video Technician Agreement to Pen Media. The quoted costs for each of the three years are for up to 275 meeting hours, with any additional meeting hours billed at \$90 per hour, engineering maintenance billed at \$145 per hour the first year, and additional events billed separately. Staff recommends executing the attached contract with the total not-to-exceed compensation set at \$35,000 annually, to

encompass the annual contract cost and the possibility of additional services/hours that may be needed for work such as assisting with upgrading equipment, additional meeting hours, or recording additional special events.

FISCAL IMPACT

The fiscal impact associated with the award of this agreement is for an amount not to exceed \$35,000 in any of the three years of service to be provided. Funds are budgeted annually in Account No. 001-0230-411-4251 - Video Technician Contract, with cost of living adjustments as appropriate.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

The requested action is in alignment with principles under the "City Council Operations and Improved Community Engagement" Value/Priority Area. The key outcome is continued recording, broadcasting, and playback of City Council and Planning Commission meetings, offering transparency and access for the community.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Agreement
- Attachment 3 - Proposal Submitted by Pen Media Television

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING AN AGREEMENT WITH PEN MEDIA FOR VIDEO TECHNICIAN SERVICES FROM MAY 1, 2022 TO APRIL 30, 2023 FOR THE INITIAL YEAR, WITH THE OPTION TO EXTEND THE AGREEMENT FOR AN ADDITIONAL TWO YEARS IN AMOUNTS NOT TO EXCEED \$35,000 IN ANY OF THE THREE YEARS

CITY OF FOSTER CITY

WHEREAS, Video Technician services ensure the recording and cablecast of City Council and Planning Commission meetings, maintenance of the FCTV Bulletin Board content and functionality, the recording and cablecast of up to four (4) additional events using the vendor's own equipment outside of the City Council Chambers, advisory input and technical troubleshooting on broadcast equipment serviceability, and other tasks associated with maintaining Foster City Television (FCTV) services; and

WHEREAS, with City Council approval, staff issued a Request for Proposals and proceeded with the contractor selection process for Video Technician Services for an initial term of one year with a tentative start of May 1, 2022, with the possibility of extending the contract for additional year-long terms up to two years, at the City's sole discretion; and

WHEREAS, three service providers attended the required walk-through of facilities, and all three attendees submitted a proposal; and

WHEREAS, Pen Media submitted the lowest proposal for three years of service at rates of \$24,750 in the first year, \$26,125 in the second year, and \$27,500 in the third year; and

WHEREAS, Pen Media's quoted rates include up to 275 meeting hours annually; and

WHEREAS, based on the submittal of a reasonable, responsive, and responsible proposal, staff recommends awarding the Video Technician Agreement to Pen Media from May 1, 2022 to April 30, 2023 for the initial year, with the option to extend the agreement for an additional two years; and

WHEREAS, staff recommends executing the agreement with Pen Media with a not-to-exceed amount of \$35,000 annually to allow for additional hours, engineering support, and recording of additional special events that may be needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the agreement dated March 21, 2022 with Pen Media for Video Technician Services from May 1, 2022 to April 30, 2023 for the initial year, with the option to extend the agreement for an additional two years in an amount not to exceed \$35,000 in any of the three years, and authorizes the Mayor to execute the agreement on the City's behalf.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
VIDEO TECHNICIAN SERVICES

This Agreement is made and entered into as of the 21st day of March, 2022 by and between the City of Foster City hereinafter called "CITY" and Pen Media LLC hereinafter called "VENDOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;
- B. That VENDOR is specially trained, experienced and competent to perform and has agreed to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by VENDOR under this Agreement are 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 VENDOR 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.

- B. Product. The product to be supplied by VENDOR under this Agreement is 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.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

VENDOR's obligation to provide the product includes but is not limited to, the provision of all labor, equipment, materials, testing and any other

required work or services or costs of any type incidental to the supply of the product.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.
(b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct VENDOR to suspend, delay or interrupt services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the services under this Agreement in whole, or from time to time in part, for default, should VENDOR commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to VENDOR demanding such cure, in which case VENDOR shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case VENDOR shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. VENDOR shall continue its work throughout the course of any dispute, and VENDOR's failure to continue work during a dispute shall be a material breach of this Agreement. (e) If VENDOR misses three confirmed meetings in any twelve-month period, CITY may immediately terminate this Agreement.
3. Compensation; Expenses; Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B 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 thirty-five thousand (\$35,000) for the initial one-year term and thirty-five thousand (\$35,000) for any additional term, if the City, in its sole discretion, should exercise its option to extend for either of the two renewal terms. Invoices for amounts in excess of thirty-five thousand (\$35,000) shall not be paid unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more)

evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or 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. 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. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to CITY for review and copying during regular business hours at VENDOR'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. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
8. Relationship of Parties. VENDOR is an independent Contractor and does not act as CITY's agent in any capacity, whatsoever. VENDOR is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the VENDOR's provision of Services, not the means, methods, or scheduling of the VENDOR's work. VENDOR shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. VENDOR shall pay all

payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.

9. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR'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, VENDOR's officers or employees.

VENDOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Force Majeure. Except for defaults of subconsultants at any tier, VENDOR shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of VENDOR, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

Any Force Majeure event with a duration in excess of sixty days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

11. VENDOR's Liability for Injury to Persons or Damage to Property.
 - a. VENDOR shall be liable for damages arising out of injury to the person and/or damage to City property, City employees, persons designated by City for training, or any other person(s) other than VENDOR's agents or employees, designated by City for any purpose prior to, during, or subsequent to delivery, installation, acceptance, and use of the Products either at VENDOR's site or at City's place of business, provided that the injury or damage was caused by VENDOR's fault or negligence.
 - b. VENDOR shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by VENDOR, or for damage to alterations or attachments that may

result from the normal operation and maintenance of the Products in accordance with the Agreement.

12. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of VENDOR or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of VENDOR, any Subcontractor, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the VENDOR shall meet and confer with other parties regarding unpaid defense costs.

The duty of VENDOR 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 VENDOR to indemnify 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.

VENDOR'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.

13. Patent, Copyright and Trade Secret Indemnity.
 - a. VENDOR shall hold City, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.

- b. VENDOR may be required to furnish a bond to City against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c. VENDOR, at its own expense, shall defend any action brought against City to the extent that such action is based upon a claim that the Products supplied by VENDOR or the operation of such Products pursuant to a current version of VENDOR supplied operating software infringes a patent or copyright or violates a trade secret. VENDOR shall pay those costs and damages finally awarded against City in any such action. Such defense and payment shall be conditioned on the following:
 - i. That VENDOR shall be notified within a reasonable time in writing by City of any notice of such claim; and
 - ii. That VENDOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, City shall have the option to participate in such action at its own expense.
- d. Should the Products, or the operation thereof, become, or in VENDOR's opinion are likely to become, the subject of a claim of infringement of a patent or copyright or a trade secret, City shall permit VENDOR at its option and expense either to procure for City the right to continue using the Products, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such Products by City shall be prevented by injunction, VENDOR agrees to take back such Products and make every reasonable effort to assist City in procuring substitute Products. If, in the sole opinion of City, the return of such infringing Products makes the retention of other Products acquired from VENDOR under the Agreement impractical, City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge. VENDOR agrees to take back such Products and refund any sums City has paid VENDOR less any reasonable amount for use or damage.
- e. VENDOR shall have no liability to City under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon.
 - i. The combination or utilization of Products furnished hereunder with equipment or devices not made or furnished by VENDOR; or
 - ii. The operation of equipment furnished by VENDOR under the control of any operating software other than, or in addition to, the current version of VENDOR supplied operating software; or

- iii. The modification by City of the equipment of software furnished hereunder; or
 - iv. The combination or utilization of software furnished hereunder with non-VENDOR supplied software.
 - f. VENDOR certifies that it has appropriate systems and controls in place to ensure that City funds will not be used in the performance of the Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
14. Insurance. Prior to execution of this Agreement, VENDOR shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Agreement as set forth in EXHIBIT D, Insurance, which are attached and made a part of this Agreement. VENDOR shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT D. In the event VENDOR fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due VENDOR under this Agreement (or VENDOR shall promptly reimburse CITY for such expense).
- VENDOR 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 VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.
15. WORKERS' COMPENSATION. VENDOR 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 VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
16. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR 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 VENDOR 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 VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

17. Notice. All notices required by this Agreement shall be given to the CITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Priscilla Schaus

VENDOR: Bridget Michelsen
CEO Pen Media
Bridget@PenMedia.tv
650-619-2699

18. Non-Assignment. This Agreement is not assignable either in whole or in part.
19. Substitutions. VENDOR may not substitute any Products or Services without City's advance written consent. VENDOR shall not use any specification in lieu of those contained in the Agreement without City's advance written consent.
20. Warranty. Unless otherwise specified, the warranties contained in the Agreement begin after acceptance has occurred.
- a. VENDOR warrants that all Products and Services furnished hereunder will conform to the requirements of the Agreement (including all descriptions, specifications and drawings made a part hereof). All Products will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by City, free from defects in design. No approval of designs, specifications or other Services furnished by VENDOR shall relieve VENDOR of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to City, its successors and assigns, and any users of the Products or Services.
21. Transportation Costs and Other Fees or Expenses. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid

by City unless expressly authorized by and itemized in the Agreement. Unless otherwise directed by City in writing, all Products and components thereof shall be delivered f.o.b. Point of Delivery. VENDOR shall select the means and methods of transportation.

22. Inspection, Acceptance and Rejection.

- a. VENDOR and its subcontractors shall provide and maintain a quality assurance system acceptable to City covering Products and Services under the Agreement and will tender to City only Products that have been inspected and found to conform to all requirements. VENDOR will keep records evidencing inspections and their result, and will make these records available to City during the Agreement performance and for three years after final payment. VENDOR shall permit City to review procedures, practices, processes and related documents to determine the acceptability of VENDOR's quality assurance system or other business practices related to performance of the Agreement.
- b. All Products may be subject to inspection and test by City or its authorized representatives.
- c. VENDOR and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to City. VENDOR shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All Products may be subject to final inspection, test and acceptance by City, notwithstanding any payment or other inspection.
- e. City shall give written notice of rejection of Products delivered or Services performed within a reasonable time after receipt of such Products or performance of such Services. Such notice of rejection will state the respects in which the items do not substantially conform to their specifications. If City does not provide such notice of rejection within thirty (30) days of delivery, unless otherwise specified in the Agreement, such Products and Services will be deemed to have been accepted. Acceptance shall not be construed to waive any warranty rights that City might have at law or by express reservation in the Agreement with respect to any nonconformity, or any other rights provided by law.

23. Compliance With Statutes and Regulations. VENDOR covenants that in the performance of the Agreement it will comply with all applicable statutes, rules, regulations and orders of the United States, the State and City, and shall defend, indemnify and hold the City harmless against any loss, cost, damage or liability by reason of VENDOR's violation of this provision.

24. National Labor Relations Board Certification. VENDOR swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against VENDOR within the immediately preceding two-year period because of VENDOR's failure to comply with an order of the National Labor Relations Board.
25. Covenant Against Gratuities. VENDOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR, or any agent or representative of VENDOR, to any officer or employee of City with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, City shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by City in procuring on the open market any items which VENDOR agreed to supply shall be borne and paid for by VENDOR. The rights and remedies of City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
26. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
27. 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.
28. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. 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.
29. 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.

30. Conflict of Interest. VENDOR represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, VENDOR represents to and agrees with CITY that VENDOR has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) VENDOR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential VENDORS, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
31. Submission of Bid. Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein.
- a. In submitting a bid to City, VENDOR offers and agrees that if the bid is accepted, it will assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of products, material, or services by the VENDOR for sale to City pursuant to the solicitation. Such assignment shall be made and become effective at the time City tenders final payment to the VENDOR.
 - b. If City receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from City any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by City as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. The assignee has not been injured thereby, or
 - ii. The assignee declines to file a court action for the cause of action.
32. Confidentiality. Any information, whether proprietary or not, made known to or discovered by VENDOR during the performance of or in connection with the Agreement for City, will be kept confidential and not be disclosed

to any other person. VENDOR will immediately notify City in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with the Agreement. These confidentiality provisions and limitations shall remain fully effective indefinitely after VENDOR's completion of the Agreement.

33. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
34. Entire Agreement. This Agreement, including Exhibits A, B C, D, E and F, comprises the entire Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Richa Awasthi, Mayor

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

VENDOR

Dated: _____

Bridget Michelsen, CEO

EXHIBIT A
SCOPE OF WORK and SCHEDULE
FOR
Video Technician Services

For a base contract and additional hours as requested by CITY, at rates outlined in Exhibit B, provide:

1. Guaranteed staffing to record, cablecast, and schedule for playback for up to 75 live meetings per year using CITY equipment. Vendor is responsible to subscribe to CITY's email lists to receive meeting agendas and cancellation notices. Call time for each meeting is minimum one hour prior to meeting start time. Provide two DVD copies of all meetings for CITY use.
2. Guaranteed staffing to record, cablecast, and schedule for playback up to 10-15 Special Meetings requested by CITY to be held in the City Council Chambers. Call time for each meeting is minimum one hour prior to meeting start time.
3. Based upon information received from CITY, create, upload, and maintain current Bulletin Board content and ensure that Bulletin Board is functioning properly. CITY currently utilizes PowerPoint, Keynote, and iTunes for this function. Vendor shall prepare and air the slides within a maximum of two (2) business days.
4. Assist staff with annual evaluation of Foster City Television audio/visual and broadcasting equipment as part of the annual budget process.
5. Process requests from the public for copies of DVDs. This service shall be charged directly to the requesting individual/agency and shall not be included in CITY's contract cost.
6. Assist City staff with troubleshooting equipment and broadcast issues.
7. Regularly monitor functionality of all equipment needed to broadcast meetings, including broadcast equipment, lights, cameras, and microphones. Advise or assist with selection of new equipment as needed.
8. Monitor supplies needed for meeting production and request resupply from City staff in a timely manner.
9. Provide equipment on a loan basis, if available, and include any applicable charges, if any. For example, if CITY equipment malfunctions, provide spare equipment if available, or if additional wireless mics are needed for a meeting, provide wireless mics if available.

10. Respond to other broadcast/recording requests by CITY on a best-efforts basis, including, to the extent possible, making staff available to report to CITY when requested following the activation of the Emergency Operations Center to support the dissemination of public information.
11. Regularly monitor channel remotely, advise CITY of broadcast issues.
12. As requested by CITY, provide and schedule shared programming approved by the CITY.
13. The initial contract term will be for one year, beginning May 1, 2022 and ending April 30, 2023. At the City's sole discretion, the contract may be extended for additional year-long terms up to two years, through April 30, 2025.
14. Vendor is expected to shadow the City's current vendor for one month to become familiar with the current procedures and to allow for a smooth transition of the services to Vendor.

2.4. Additional Terms and Conditions

1. Staffing

Vendor shall endeavor to provide consistency in meeting staffing, but it is ultimately Vendor's responsibility to ensure that staffing is available for all regularly scheduled meetings and other agreed upon meetings and that staff assigned to work under the contract are trained in effectively using CITY equipment and capably staffing CITY meetings. Vendor shall provide emergency contact information to ensure ability of CITY to reach Vendor staff urgently.

Missing three confirmed meetings in any twelve-month period is grounds for immediate termination of contract at the discretion of CITY.

CITY shall provide a single point of contact for regular communication with Vendor and shall provide emergency contact information for use by Vendor staff in the event regular contact is unavailable.

The selection of staff to perform work under this contract must be acceptable to the CITY; such acceptance shall not be unreasonably withheld. Vendor shall immediately assign new staff when regularly scheduled staff are deemed unacceptable by CITY.

CITY will provide Vendor with access to CITY Council Chambers and FCTV control room. CITY's Information Technology Division will work with Vendor to set up remote access to playback server and Bulletin Board if requested.

2. Reporting

Vendor shall provide reports on hours actually worked. Reports should be submitted at the time invoices are submitted.

3. Special Events

CITY, may from time to time, request from Vendor additional coverage, including livestreaming, recoding, and on-demand playback, for special events, such as Community Dialogue Series, Town Hall Meetings, and similar events, which take place at the Recreation Center, Community Center, or comparable venues outside of the Council Chambers and are not regular or special meetings that fall within the 275 meeting hours described in Exhibit B ("Special Event"). The CITY and Vendor must agree upon the day and time for the Special Event and Vendor will be paid the special event rate to provide services at the Special Event. Price will be agreed upon in writing by the Parties prior to services for Special Events being rendered.

4. Licenses

Vendor will be required to ensure it has all necessary permits and licenses to conduct the services and shall agree to comply with all applicable laws in performing the services.

EXHIBIT B

VENDOR'S FEES and PAYMENT MILESTONES

Summary

Total Contract Services

May 2022 - April 2023 - \$24,750 + Maintenance work as needed

- 275 meeting hours per year Includes city council, planning commission, special meetings taking place in the council chambers, and updates for the channel / guide.
- Additional hours at \$90/ hour
- Engineering maintenance at \$145/hour

May 2023 - April 2024 - \$26,125 + Maintenance work as needed

- 275 meeting hours per year Includes city council, planning commission, special meetings taking place in the council chambers, and updates for the channel / guide.
- Additional hours at \$95/ hour
- Engineering maintenance at \$155/hour

May 2024 - April 2025 - \$27,500 + Maintenance work as needed

- 275 meeting hours per year Includes city council, planning commission, special meetings taking place in the council chambers, and updates for the channel / guide.
- Additional hours at \$100/ hour
- Engineering maintenance at \$165/hour

Itemized Additional Fees

Special Meetings outside Council Chambers

- Cost varies depending on scope of event.
- Cost start at \$1,500 include
 - 2-hour event
 - 1 Camera
 - Audio feed
 - Record/ Live Stream

Additional audio support for special meetings

- \$500 per event for use of Pen Media audio equipment.
- Set up time to be billed at Engineering Rate.
- Event time to be billed against meeting hours.

Special video projects

- Average range - \$1,500 - \$2,500+
- Price to be determined by scope of project.

Minimum Fees

A three-hour minimum shall apply to all meetings staffed under this contract or actual time if more than three hours. The minimum shall include set-up/preparation and post-meeting production time. Time is rounded up to the next half hour.

A one hour minimum shall apply to engineering work done. Time is rounded up to the next half hour.

CITY shall incur a three-hour minimum charge for meeting cancellation with less than seventy-two (72) hours' prior notice. The charge shall be detailed in the monthly report/invoice for payment by CITY.

Project Payment Schedule

Within 30 days of the start of each quarter and after receipt of a valid invoice, CITY will pay quarterly installments equal to one quarter of the Base Contract cost.

In the event that the agreement for services is terminated by either party for any reason, any balance due by any party shall be due within 45 days of contract termination. Base Contract costs shall be prorated based on the effective date of termination. Vendor shall be responsible to provide a detailed report of contract work hours upon request to facilitate the calculation of prorated costs.

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS

CITY shall provide at least 3 days advance notice of any special meeting to be covered that is not on the posted schedule. Meeting notice may be made by telephone, electronic mail, text message, in person or by any other means deemed acceptable by both parties. If such 5--day advance notice is not given, VENDOR shall make every reasonable attempt to cover such meeting, but it is not required to do so.

EXHIBIT D INSURANCE

VENDOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Vendor Name](#), hereinafter referred to as "**Vendor**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Vendor's Duty to Show Proof of Insurance.** Vendor, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's acts, errors, or omissions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Vendor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or City as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE VENDOR. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

VENDOR shall submit written proof that VENDOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. VENDOR shall require any Subcontractors to provide workers' compensation for all of the Subcontractors' employees, unless the Subcontractors' employees are covered by the insurance afforded by VENDOR. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, VENDOR shall provide and/or require each Subcontractor to provide adequate insurance for the coverage of employees not otherwise covered. Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Vendor's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Vendor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. City, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Vendor, City shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Vendor agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Vendor and its subcontractors shall communicate this fact to their insurance carriers and request that the

risk of this project be excluded from their practice policies. Vendor's fees under this Agreement (and the fee of its subcontractors under subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Vendor and its subcontractors by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Vendor's and subcontractors policies. Construction Manager and its subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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 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)	Insurer	Policy No.
<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:

EXHIBIT E
SPECIAL TERMS and CONDITIONS
None

EXHIBIT F

COVID-19 AMENDMENT/ATTACHMENT (Vendor Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between The City of Foster City ("City") and Pen Media LLC ("Vendor") dated March 21, 2022.

1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "**COVID-19**".

B. A "**COVID-19 Condition**" is something attributable to COVID-19 not caused by the Vendor (which for purposes herein includes all subcontractors) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Vendor and which are beyond its reasonable control.

C. A "**COVID-19 Proclamation**" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Vendor acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Vendor's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Vendor shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An "**Unknown COVID-19 Condition**" is a COVID-19 Condition the Vendor did not know about, and reasonably should not have known about, as of the date the Vendor submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Vendor will be deemed to have knowledge of those requirements.

E. An "**Unknown COVID-19 Cost**" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Vendor's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subcontractors failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

2. COVID-19 Conditions and Proposal. Vendor is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Vendor's price and schedule. In order to be

entitled to any relief from a COVID-19 Condition, the Vendor must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

3. Compliance with COVID-19 Proclamations.

A. Vendor shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Vendor is responsible to ensure that its subcontractors and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

4. Delay. The Vendor is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

5. City Directed Suspension. The City may suspend Services due to COVID-19 health concerns, even though the Vendor may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Vendor is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Vendor incurs increased costs that are Unknown COVID-19 Costs.

6. Compensation for COVID-19 Costs. City will reimburse the Vendor for Unknown COVID-19 Costs which are not included in the schedule of values.

7. Safe Work Practices. Vendor shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subcontractors, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Vendor remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

8. Monitoring and Reporting. City may require the Vendor to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Vendor shall immediately report to City any outbreaks of COVID-19 among its workers. The Vendor shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak

or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

9. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the City and Vendor have executed this Covid-19 Amendment as of the date set forth above.

VENDOR:

CITY:

Signature

Signature

Bridget Michelson, CEO

Richa Awasthi, Mayor



City of Foster City
610 Foster City Blvd, Foster City, 94404

February 2022

Dear City of Foster City,

Pen Media LLC is located in Foster City, California. We are new company name, but we are some of the same people you have come to know and work with from PenTV. Our professional experience in the production business will ensure your quality of service will be kept to the high standards you have come to expect.

Pen Media is dedicated to help fill the gap that PenTV left behind upon their closing. Pen Media is a full-service production company. We are ready to help you with any of your media needs from; live streaming, live events, production, editing and more.

Our qualified staff are familiar faces to you. Bridget Michelsen, former Executive Director of PenTV is the CEO of Pen Media. Rocky Robinson head engineer from PenTV is the CTO. Shuli Chen is dedicated to continuing as your technician.

Because of our extensive experience and past relationship, we believe we are uniquely and ideally suited to provide video coverage of your meetings.

Thank you for your time and consideration for this work.

Sincerely,

Bridget Michelsen
Pen Media
CEO
Bridget@PenMedia.tv
c. 650-619-2699



PEN MEDIA for Foster City Meeting Video Coverage

February 24, 2022

Request for Proposals – Video Technician Services

10

Section 3

3. Proposal Submittal Requirements

Below are all the items that must be submitted by the Vendor. Any vendor who fails to include responses to the following requirements shall be deemed non-responsive.

3.2. Requirement A - General 3.2.1. Description of the service that will be provided for each Core Contract Scope of Work category

Pen Media will provide an operator to record and operate all required equipment for the listed city council and planning commission meetings along with any special meetings requested.

3.2.2. Notice required by Vendor to guarantee coverage or service completion (for instance, guaranteed staffing of special meetings or turnaround time for Bulletin Board slides)

Pen Media will guarantee a staff person will attend all meetings on the schedule provided by the city.

Pen Media can update the bulletin board slides within one business day of a request in most cases.

CITY shall provide at 5 days advance notice of any special meeting to be covered that is not on the posted schedule. Meeting notice may be made by telephone, electronic mail, text message, in person or by any other means deemed acceptable by both parties. If such 5-day advance notice is not given, PenTV shall make every reasonable attempt to cover such meeting, but it is not required to do so.

3.2.3. Cancellation requirements / penalty (if any) for late notice

CITY shall incur a three-hour minimum charge for meeting cancellation with less than seventy-two (72) hours' prior notice. The charge shall be detailed in the monthly report/invoice for payment by City.

3.2.4. Completed Fee Schedule, including fees for current and future years of a possible three-year contract, if the term is extended by City

May 2022 - April 2023 - \$24,750 + Maintenance work
May 2023 - April 2024 - \$26,125 + Maintenance work
May 2024 - April 2025 - \$27,500 + Maintenance work

3.2.5. Disclosure of any minimum charges

A three-hour minimum shall apply to all meetings staffed under this contract or actual time if more than three hours. The minimum shall include set-up/preparation and post-meeting production time. Time is rounded up to the next half hour.

A one hour minimum shall apply to engineering work done. Time is rounded up to the next half hour.

3.2.6. Complete contact information for questions related to the proposal

Bridget Michelsen
CEO Pen Media
Bridget@PenMedia.tv
650-619-2699

3.2.7. Three (3) professional references

See Attached

3.2.8. Signed copy of Terms and Conditions/Acknowledgement

3.3. Requirement B - Pricing Sheet

3.3.1. Base price for meeting coverage, including fees for current and future years of a three-year contract. Including coverage and services as provided in Section 2.2, Meetings, Section 2.3 Core Contract Scope of Work

A: Meeting Coverage:

275 meeting hours per year

Includes city council, planning commission, special meetings taking place in the council chambers, and updates for the channel / guide.

May 2022 - April 2023 - \$24,750
additional hours at \$90/ hour

May 2023 - April 2024 - \$26,125
additional hours at \$95 / hour

May 2024 - April 2025 - \$27,500
additional hours at \$100 / hour

B: Engineering Maintenance

Maintenance work on the production system by Pen Media Engineer.
1 hour minimum.

2022 - Engineering Maintenance @ \$145 Hour.

2023 - Engineering Maintenance @ \$155 Hour.

2023 - Engineering Maintenance @ \$165 Hour.

C. Special Meetings outside Council Chambers

Cost varies depending on scope of event.

Cost start at \$1,500 include

2-hour event

1 Camera

Audio feed

Record/Live Stream

3.3.2. Price per Special Event, (see item 3, Section 2.4 Additional Terms and Conditions).

Additional audio support for special meetings –

\$500 per event for use of Pen Media audio equipment.

Set up time to be billed at Engineering Rate.

Event time to be billed against meeting hours.

Special video projects average range - \$1,500 - \$2,500+

Price to be determined by scope of project.

3.3.3. Hourly cost for additional hours, as needed.

Meeting Hours over 275

May 2022 - April 2023 - additional hours at \$90

May 2023 - April 2024 - additional hours at \$95

May 2024 - April 2025 - additional hours at \$100

3.3.4. Any other charges, such as for minimums or cancellations that do not meet a minimum notice

72 hours' notice for meeting cancelation. If less than 72 hours are given, 3 hours will be charged.

3.3.5. Charges for a one-month shadowing period prior to the start of the contract

N/A

3.4. Requirement C - Vendor General Information

The following information must be provided for the primary Vendor and for any of the Vendor's partners or subcontractors:

- _Vendor Name
Pen Media
- _Primary Vendor (Y/N)
Yes
- _Local Address
722 Ranger Circle Foster City
- _Location of Headquarters
722 Ranger Circle Foster City
- _Number of years in the business
<1
- _Number of overall employees
6
- _Number of local employees
6
- _Has the company had a workforce reduction in the last five years (Y/N)?
No
- _Have you provided service to a municipal organization, and if so, which one(s) and for how long?
San Carlos, Redwood City, South San Francisco

We hold all three contracts as Pen Media. Previously held by PenTV.

3.5. Requirement D

Response to Section 2 Functional Requirements

- _Verify that Vendor can meet all requirements in Section 2

Yes, Pen Media can meet all the requirements in Section 2



Pen Media References

1. **California State Assemblyman, Kevin Mullen**
Co-host of PenTV show The Game
Supporter to Pen Media
2. Go2 Foundation for Lung Cancer
(previously - Bonnie J. Addario Lung Cancer Foundation)
Danielle Hicks
Senior Director Patient Services
Office: 650-598-2857
Mobile: 650-670-4065

Record and live stream monthly support group meetings “Living Room”. This is a remote production using PenTV equipment.

3. Meet the Drapers
Sarika Batra
312-953-4328

Production of Television Show.

4. **Crystal Mui, CMC**
San Carlos City Clerk
650-802-4219

San Carlos City Council and Planning Commission Meetings

City of Foster City

January 19, 2022

REQUEST FOR PROPOSALS

Video Technician Services
2022-1-19

Request for Proposals – Video Technician Services

January 19, 2022

The City of Foster City is seeking proposals to provide Video Technician Services to record and cablecast City Council meetings and Planning Commission meetings, to maintain Foster City Television (FCTV) Bulletin Board content and functionality, to record and cablecast additional meetings in the City Council Chambers as requested, provide advisory input and technical troubleshooting on broadcast equipment serviceability, and other tasks associated with maintaining FCTV services.

The City invites you to submit a proposal to furnish services in accordance with the terms, conditions and specifications contained in this document.

Please note that interested vendors are required to attend a walk-through of the facilities and meeting with City staff in order to qualify to submit a proposal in accordance with the attached Request for Proposal. The meeting/walk-through is scheduled for **Wednesday, February 9, 2022, at 2:00 PM** in the City Council Chambers, 620 Foster City Boulevard, Foster City, CA. Please RSVP your intent to attend this walk-through by contacting Communications Director/City Clerk Priscilla Schaus at 650-286-3253 or clerk@fostercity.org.

Please complete the proposal form as instructed below and return it to the specified e-mail address by the due date. No extensions to the deadline will be allowed. All responses must be e-mailed to:

TO: Priscilla Schaus
clerk@fostercity.org
Due Date: Thursday, February 24, 2022 (5 PM)

Request for Proposals – Video Technician Services

This Request for Proposal includes the following Sections:

	TERMS AND CONDITIONS
Section 1	Introduction / Background
Section 2	Project Services
Section 3	RFP Submittal Requirements
Section 4	Vendor Evaluation Process

TERMS AND CONDITIONS

DATE DUE: Wednesday, February 24, 2022 (5 PM)

1. **QUESTIONS:** Questions are to be submitted by any vendor to Communications Director/City Clerk Priscilla Schaus via e-mail at clerk@fostercity.org. All responses to questions/clarifications will be posted on the City's website as addendums and any vendor who has provided an e-mail will be notified via e-mail of the posting. Vendors are required to provide an e-mail address to which we may send responses.
2. **REPLY FORMAT:** The Vendor's proposal, including a signed acknowledgment of the terms and conditions herein, including all attachments, must be returned by the due date. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP. Alternative approaches will be given consideration if the approach clearly offers increased benefit to the City. **The City is not responsible for non-receipt or misdelivery and it is proposing vendor's responsibility to ensure the City receives all communication, including the proposal. The City's e-mail system does not allow attachments larger than 5MB.**
3. **DEADLINES TIME ZONE:** All listed times are in the Pacific Time Zone.
4. **RESPONSIVENESS AND SELECTION PROCESS:** The City will select a proposal based on a combination of criteria, including: total cost (including ongoing operating costs); responsiveness to this RFP; reputation of the Vendor in delivering similar services, quality and completeness of the proposal; Vendor's ability to perform in a timely fashion; and the City's perception of Vendor's stability within the industry.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies, or irregularities in the selected proposal. The selection will be at the discretion of the City and may be made in any manner that best meets the needs of the City.

5. **FIRM PRICES:** All quotes shall be held firm for a minimum of ninety (90) days after the proposal due date to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. All prices shall include sales tax where applicable. Any charges for boxing, packing, crating, cartage, handling, insurance, unloading, inside delivery, and any other related charges shall be included in the bid price provided on the Bid Form. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation with respect to this proposal.

Request for Proposals – Video Technician Services

6. **CANCELLATION CLAUSE:** The City may terminate and cancel any purchase order or contract that results from this RFP without obligation at any time prior to receipt of the goods or services.

ACKNOWLEDGEMENT

The undersigned has read and understands the foregoing terms and conditions of this Request for Proposal and proposes to provide services to the City for the stated prices in its response in accordance with the terms and conditions set forth in this document.

VENDOR/PROPOSER:

Pen Media	722 Ranger Circle, Foster City, CA 94404
Company Name	Street Address of Company
	Foster City, CA 94404
Signature of Officer	City, State, Zip
Bridget Michelsen	650-619-2699
Printed Name of Officer	Telephone No./Fax Nbr.
CEO	87-3951941
Title of Officer	Federal I.D. Tax Number

Section 1

1. Introduction / Background

The City of Foster City is seeking proposals to provide Video Technician Services to record and cablecast City Council meetings and Planning Commission meetings, to maintain the FCTV Bulletin Board content and functionality, to record and cablecast additional meetings in the City Council Chambers as requested, provide advisory input and technical troubleshooting on broadcast equipment serviceability, and other tasks associated with maintaining FCTV services.

Tentative schedule and dates:

Release RFP	Wednesday, January 19, 2022
Proposer Walk-Through	Wednesday, February 9, 2022 (2 PM)
Vendor Written Inquiries (on or before)	Monday, February 14, 2022, (5 PM)
City response to Written Inquiry (on or before)	Thursday, February 17, 2022,
Proposals due from potential bidders	Thursday, February 24, 2022 (5 PM)
Reference Check	TBD
Award of Contract	Monday, March 21, 2022
*Tentative First City Council Meeting	Monday, April 18, 2022
*Tentative First Planning Commission Meeting	Thursday, April 21, 2022

Contract Negotiation

The City will enter into price negotiations with the selected Vendor. The City's standard vendor agreement, which is attached with this RFP in Appendix A, will be used.

* Tentative dates are part of an anticipated date of initial meeting where vendor will provide services. The City anticipates period of overlap between existing vendor and vendor awarded contract to allow the Video Technician to learn the current procedures.

Section 2

2. Project Services

2.1 Description of Live Meeting Broadcast Equipment/Environment

The Council Chambers has a well-equipped control room where live City Council and Planning Commission meetings are cablecast and recorded. All live meetings are typically overseen by one (1) Video Technician. This Video Technician has remote control over five (5) high- definition cameras to capture all of the proceedings inside the Council Chambers – four (4) pan/tilt/zoom cameras plus one (1) ceiling mounted adjustable-zoom document camera. The Video Technician also has the capability of monitoring and controlling eleven (11) fixed microphones and up to six (6) wireless microphones. The Video Technician coordinates A/V needs for the meeting participants using the Crestron Control system, as well as directs the video switching and monitors audio levels for broadcast and recording. The primary video equipment currently used for live meeting recordings consists of:

- A Newtek Tricaster 410 video production switcher
- A Blackmagic Design Smart Videohub 20x20 6G-SDI matrix switcher
- A Panasonic AW-RP50N remote camera controller
- Softron On The Air Manager playback scheduling software
- And a Crestron Room Control System, along with various other support equipment.

The Video Technician must also be familiar with Mac and PC operating systems and be able to update Photoshop graphics and Word documents in preparation for live broadcasts.

The Community Bulletin Board system consists of a PowerPoint presentation played back in Keynote software on an iMac, with an iTunes music playlist for background audio.

Playback of station programming is controlled through the Softron On The Air software running on an iMac in the video production suite. The Video Technician will be responsible for scheduling the playback of recorded meetings and any other City-requested scheduled video playback through this software. This server will be made accessible remotely to the selected Video Technician through remote-desktop software of the City's choosing.

Currently the City is conducting Zoom/in-person hybrid meetings. Zoom hybrid meetings are made possible by an Extron MediaPort 200 device that pushes the Tricaster video/audio mix to Zoom as a single panelist and pulls in the Zoom audio/video as a source on the Tricaster.

Staff or consultants can make PowerPoint presentations to Council via Zoom, and the public can also watch the meeting on Zoom and participate during the public comment portion of the meetings (by raising their hands and being "allowed to talk" by the Zoom host).

A member of the City's IT staff has been setting up the Zoom hybrid portion of the meetings, and IT staff has been acting as Zoom host for the meetings. The Video Technician would not be expected to set up or configure any Zoom functions. The Video Technician's main responsibilities for hybrid meetings are: switching between room cameras and Zoom video to follow the active speaker, making sure Zoom video is being shown on the room projector/dais monitors when a presentation is active, and making sure 2-way audio to Zoom is functional.

2.2. Meetings

Vendor shall provide Video Technician Services to Record, Cablecast, and Schedule for playback for up to 75 live meetings per year. These meetings would be as follows:

- City Council Regular Meetings: 1st and 3rd Monday of the month at 6:30 PM

Request for Proposals – Video Technician Services

- City Council budget study sessions are scheduled in addition to regular meetings: typically one each in February and March, and two in May
- Meetings that fall on holidays are scheduled for the next business day (Tuesday)
- Special meetings may be scheduled as needed
- Planning Commission Regular Meetings: 1st and 3rd Thursday of each month at 7 PM
- Planning Commission Study Sessions (held as needed): 1st and 3rd Tuesday of each month at 7 PM
 - Special meetings may be scheduled as needed

For reference, the meetings held, and meeting hours required in the last several fiscal years are identified below. These figures are supplied only for reference. The City makes no representation as to the total number of meetings or meeting hours anticipated, and proposals shall not assume either a specific number of meetings or meeting hours.

Fiscal Year 2017-2018:

- City Council scheduled/special meetings: 27 held, 2 cancelled
- Planning Commission meetings/study sessions: 16 held, 29 cancelled
- Estimated total meeting hours: 252.5

Fiscal Year 2018-2019:

- City Council scheduled/special meetings: 29 held, 2 cancelled
- Planning Commission meetings/study sessions: 20 held, 28 cancelled
- Estimate total meeting hours: 208.5

Fiscal Year 2019-2020:

- City Council scheduled/special meetings: 40 held, 1 cancelled
- Planning Commission meetings/study sessions: 25 held, 22 cancelled
- Estimated total meeting hours: 217

Fiscal Year 2020-2021:

- City Council scheduled/special meetings: 50 held, 3 cancelled
- Planning Commission meetings/study sessions: 12 held, 25 cancelled
- Estimated total meeting hours: 254

2.3. Core Contract Scope of Work

The Scope of Work will be as follows:

1. Guaranteed staffing to record, cablecast, and schedule for playback for up to 75 live meetings per year using CITY equipment. Vendor is responsible to subscribe to CITY's email lists to receive meeting agendas and cancellation notices. Call time for each meeting is minimum one hour prior to meeting start time. Provide two DVD copies of all meetings for CITY use.
2. Guaranteed staffing to record, cablecast, and schedule for playback up to 10-15 Special Meetings requested by CITY to be held in the City Council Chambers. Call time for each meeting is minimum one hour prior to meeting start time.
3. Based upon information received from CITY, create, upload, and maintain current Bulletin Board content and ensure that Bulletin Board is functioning properly. CITY

Request for Proposals – Video Technician Services

currently utilizes PowerPoint, Keynote, and iTunes for this function. Vendor shall prepare and air the slides within a maximum of two (2) business days.

4. Assist staff with annual evaluation of Foster City Television audio/visual and broadcasting equipment as part of the annual budget process.
5. Process requests from the public for copies of DVDs. This service shall be charged directly to the requesting individual/agency and shall not be included in CITY's contract cost.
6. Assist City staff with troubleshooting equipment and broadcast issues.
7. Regularly monitor functionality of all equipment needed to broadcast meetings, including broadcast equipment, lights, cameras, and microphones. Advise or assist with selection of new equipment as needed.
8. Monitor supplies needed for meeting production and request resupply from City staff in a timely manner.
9. Provide equipment on a loan basis, if available, and include any applicable charges, if any. For example, if CITY equipment malfunctions, provide spare equipment if available, or if additional wireless mics are needed for a meeting, provide wireless mics if available.¹
10. Respond to other broadcast/recording requests by CITY on a best-efforts basis, including, to the extent possible, making staff available to report to CITY when requested following the activation of the Emergency Operations Center to support the dissemination of public information.
11. Regularly monitor channel remotely, advise CITY of broadcast issues.
12. As requested by CITY, provide and schedule shared programming approved by the CITY.
13. The initial contract term will be for one year, beginning April/May 2022 and ending April/May 2023. At the City's sole discretion, the contract may be extended for additional year-long terms up to two years, through April/May 2025.
14. Vendor is expected to shadow the City's current vendor for one month to become familiar with the current procedures and to allow for a smooth transition of the services to Vendor.²

2.4. Additional Terms and Conditions

1. Staffing

Vendor shall endeavor to provide consistency in meeting staffing, but it is ultimately Vendor's responsibility to ensure that staffing is available for all regularly scheduled meetings and other agreed upon meetings and that staff assigned to work under the contract are trained in effectively using CITY equipment and capably staffing CITY

¹ If vendor has equipment that can be loaned, provide a list of equipment as part of the response to this RFP.

² The Vendor should include a separate line item in its proposal pricing to complete this shadowing period.

Request for Proposals – Video Technician Services

meetings. Vendor shall provide emergency contact information to ensure ability of CITY to reach Vendor staff urgently.

Missing three confirmed meetings in any twelve-month period is grounds for immediate termination of contract at the discretion of CITY.

CITY shall provide a single point of contact for regular communication with Vendor and shall provide emergency contact information for use by Vendor staff in the event regular contact is unavailable.

The selection of staff to perform work under this contract must be acceptable to the CITY; such acceptance shall not be unreasonably withheld. Vendor shall immediately assign new staff when regularly scheduled staff are deemed unacceptable by CITY.

CITY will provide Vendor with access to CITY Council Chambers and FCTV control room. CITY's Information Technology Division will work with Vendor to set up remote access to playback server and Bulletin Board if requested.

2. Reporting

Vendor shall provide reports on hours actually worked. Reports should be submitted once per month, within 10 days of the end of the month.

3. Special Events

Provide coverage, including livestreaming, recoding, and on-demand playback, at special events, such as Community Dialogue Series, Town Hall Meetings, and similar events, which take place at the Recreation Center, Community Center, or comparable venues outside of the Council Chambers which shall be agreed upon by CITY and Vendor and identified as part of the contract.

4. Contract

Vendor will be required to enter into an agreement with CITY's template Agreement for Vendor Services, which is attached to this RFP.

5. Licenses

Vendor will be required to ensure it has all necessary permits and licenses to conduct the services and shall agree to comply with all applicable laws in performing the services.

Section 3

3. Proposal Submittal Requirements

Below are all the items that must be submitted by the Vendor. Any vendor who fails to include responses to the following requirements shall be deemed non-responsive.

3.2. Requirement A - General

- 3.2.1. Description of the service that will be provided for each Core Contract Scope of Work category
- 3.2.2. Notice required by Vendor to guarantee coverage or service completion (for instance, guaranteed staffing of special meetings or turnaround time for Bulletin Board slides)
- 3.2.3. Cancellation requirements / penalty (if any) for late notice
- 3.2.4. Completed Fee Schedule, including fees for current and future years of a possible three-year contract, if the term is extended by City
- 3.2.5. Disclosure of any minimum charges
- 3.2.6. Complete contact information for questions related to the proposal
- 3.2.7. Three (3) professional references
- 3.2.8. Signed copy of Terms and Conditions/Acknowledgement

3.3. Requirement B - Pricing Sheet

- 3.3.1. Base price for meeting coverage, including fees for current and future years of a three year contract billed annually. Including coverage and services as provided in Section 2.2, Meetings, Section 2.3 Core Contract Scope of Work
- 3.3.2. Price per Special Event, (see item 3, Section 2.4 Additional Terms and Conditions).
- 3.3.3. Hourly cost for additional hours, as needed.
- 3.3.4. Any other charges, such as for minimums or cancellations that do not meet a minimum notice
- 3.3.5. Charges for a one-month shadowing period prior to the start of the contract

3.4. Requirement C - Vendor General Information

The following information must be provided for the primary Vendor and for any of the Vendor's partners or subcontractors:

- Vendor Name
- Primary Vendor (Y/N)
- Local Address
- Location of Headquarters
- Number of years in the business
- Number of overall employees
- Number of local employees
- Has the company had a workforce reduction in the last five years (Y/N)?
- Have you provided service to a municipal organization, and if so, which one(s) and for how long?

3.5. Requirement D

Response to Section 2 Functional Requirements

- Verify that Vendor can meet all requirements in Section 2

Section 4

4. Vendor Evaluation Process

4.1. Selection/Evaluation Criteria for RFP Proposals

All items included in Section 3 – Proposal Submittal Requirements, including the overall price proposed, will be evaluated when reviewing proposals.

4.1.1. Project Specific Evaluation

RFP Format Response Section

The vendor shall respond to all the areas listed in Section 3. The vendor shall describe how their proposal will meet the services identified in this document.

4.2. Vendor Evaluation

4.2.1. Walk-Through of Facilities

The mandatory walk-through is scheduled for **Wednesday, February 9, 2022, at 2:00 PM** in the City Council Chambers, 620 Foster City Boulevard, Foster City, CA. Vendor may request to attend the walk through virtually. Walk-Through attendance (in person or virtual) will be considered in the evaluation process. If Vendor attends in person, Vendor will need to follow City's procedures relating to COVID-19, including face coverings.

4.2.2. Reference Check

The reference check will consist of phone and/or email inquiries to an agency or agencies that is a current or past customer of vendor – either provided by vendor for reference or contacted independently by Foster City. All customers will be asked the same initial questions. Follow-up and clarifying questions will be asked based on responses provided. The reference check section will also include Financial background check of the vendor to determine the past, current and future financial condition of the company. If the company is publicly traded on any internationally recognized stock exchange, provide the company's stock symbol.

Listed below are key subject areas the City will be using to assist in the technical evaluation phase.

- 1) Functional Requirements
- 2) General Requirements
- 3) Ability to deliver on contract scope of work
- 4) Cost

Please use Section 3 Proposal Submittal Requirements on page 10 as a checklist when preparing the submittal proposal.



DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Louis Sun, Public Works Director
Allen Smith, Public Works Maintenance Manager

SUBJECT: ISSUANCE OF A REQUEST FOR PROPOSAL FOR SIDEWALK
REPAIR AND REPLACEMENT (2022-2024)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing staff to issue a Request for Proposal for Sidewalk Repair and Replacement (2022-2024).

EXECUTIVE SUMMARY

For the repair and replacement of sidewalks, curbs and gutters, installation of curb ramps, and other miscellaneous concrete work throughout the city, it is necessary to issue a Request for Proposal (RFP) to seek a contractor for the required services. The proposed agreement would be for a two-year duration.

BACKGROUND

The City's Comprehensive Sidewalk Maintenance Program, which has been in effect since May 3, 2010, establishes guidelines for addressing all aspects of sidewalk repair in compliance with the provisions of the following governing documents:

- California Streets and Highways Code Sections 5600-5630 (the Code), which states that it is the property owners' responsibility to maintain the sidewalks located adjacent to their properties
- Foster City Municipal Code Chapter 11.08, which details the property owners' liabilities for injuries or damages suffered by members of the public using sidewalks that are not maintained

The program consists of the following two City policies:

1. Public Sidewalk Maintenance Policy (Resolution No. 2010-3, Approved on January 4, 2010): This policy focuses on the manner in which the City will repair and maintain sidewalks that are located adjacent to publicly owned properties, such as City buildings and parks. It addresses sidewalk repair elements, such as inspection frequency, criteria for mitigation action, and determination of responsibility for repairs.
2. Private Sidewalk Maintenance Policy (Resolution No. 2017-58, Approved on July 17, 2017): This policy outlines the methods by which the City notifies private property owners of their responsibilities for maintaining the sidewalks located adjacent to their properties, including notification and inspection, enforcement of the sidewalk repair notices, and determination of whether the responsibilities for the repairs are public or private. If property owners do not complete the repairs within a specified timeframe, the City assumes the right to perform the repairs and assess the costs of the repairs to the owners.

In addition to sidewalk maintenance, the City utilizes an on-call concrete contractor for the repair and replacement of curbs and gutters, installation of curb ramps, and other miscellaneous concrete work throughout the City on an on-going basis. The City has contracted for sidewalk maintenance and installation services for over 10 years. Due to the ability to bundle many locations together and effectively mobilize, the cost per square foot is competitive, the work can be completed with a speed and accuracy that minimizes the impact on residents, and City staff can be better utilized to focus on other maintenance issues.

In January 2020, the City issued an RFP for an on-call concrete contractor. Only one proposal was received, which was three times the previous cost. Staff rejected the proposal and staff time has been utilized for the most pressing maintenance needs.

ANALYSIS

The attached RFP enables the City to seek a contractor to repair and replace sidewalks in an expeditious and cost effective manner in accordance with the Sidewalk Policy, to minimize trip and fall hazards and maintain the quality and appearance of the City's sidewalks.

Cost will be one of the key proposal evaluation criteria, but proposal prices alone will not be the sole determining factor in selecting a contractor for this work. The contractors' qualifications and references will be additional factors in the evaluation of proposals.

The RFP calls for a two-year agreement. By requesting proposals from qualified contractors every two years, it ensures that the City is paying competitive prices for materials and services. The contract start date will be determined based upon approval of the agreement by the City Council, but is likely to be July 1, 2022.

FISCAL IMPACT

There is no cost to issue the Request for Proposal. Funding for the Sidewalk Program is recommended in the Street Operating Budget for Fiscal Year 2022-2023. Staff may make additional funding recommendations based upon the proposals that are received.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

Active management of the Sidewalk Replacement and Repair program is in alignment with the City Council's adopted Vision and Mission statements. This item is related to the "Facilities and Infrastructure" Value/Priority Area. The key outcome is to minimize trip and fall hazards and maintain the quality and appearance of the City's sidewalks.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Request for Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR SIDEWALK
REPAIR AND REPLACEMENT PROJECT (2022-2024)

CITY OF FOSTER CITY

WHEREAS, the City's Public and Private Sidewalk Maintenance Policies constitute its Comprehensive Sidewalk Maintenance Program, which has been in existence since May 3, 2010; and

WHEREAS, the program fulfills an important role, by enabling the City to perform the necessary repairs and replacements of sidewalk, curb and gutter, and curb ramps in an expeditious and cost effective manner, as a way to minimize the incidents of trip-and-fall hazards and maintain the quality and appearance of the City's sidewalks; and

WHEREAS, the City relies upon on-call contractors to provide concrete work for the Sidewalk Repair/Replacement Program and for the repair and replacement of curbs and gutters, installation of curb ramps, and other miscellaneous concrete work throughout the City; and

WHEREAS, the Request for Proposal for Sidewalk Repair and Replacement (2022-2024) has been prepared and is ready to be issued.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the issuance of a Request for Proposal for Sidewalk Repair and Replacement (2020-2022).

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the regular meeting held March 21, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

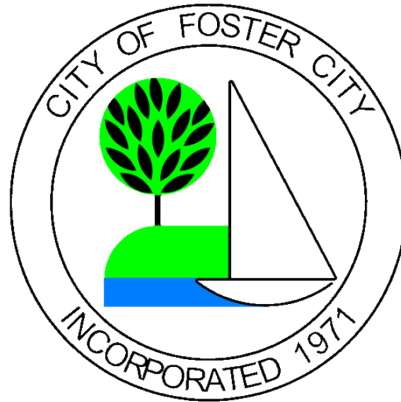
RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

City of Foster City

Foster City, California



REQUEST FOR PROPOSAL

SIDEWALK REPAIR & REPLACEMENT (2022-2024)

PROPOSAL DUE: day, April 12, 2022 by 3:00 P.M.

SUBMIT PROPOSAL TO:
City of Foster City
Department of Public Works
610 Foster City Boulevard
Foster City, CA 94404
Attn: Greg Baeza

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CONTRACT

DIVISION 0 - CONTRACT REQUIREMENTS

00 5105	Notice of Award
00 5205	Construction Services Agreement, including: <u>Appendix A</u> Scope of Work <u>Appendix B</u> General Conditions <u>Appendix C</u> Insurance <u>Appendix D</u> Construction Performance Bond <u>Appendix E</u> Construction Labor and Materials Payment Bond <u>Appendix F</u> Supplemental Conditions

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	Standard Details and Attachments

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PART 1

SCOPE OF WORK

1-1 Scope of Work

- A. The work consists of furnishing all labor, materials, equipment and services necessary to complete the removal and replacement of concrete sidewalks, curbs and gutters, driveways, curb ramps, curb inlets, asphalt concrete pavement tie-in, and miscellaneous concrete repairs as may be requested within the City of Foster City on an as needed basis during the term of the contract. All work shall include necessary traffic control. The locations of work will be throughout the City. Concrete replacement shall be completed within thirty (30) calendar days from commencement of work. Work shall commence within fourteen (14) calendar days) of notification by the City.
- B. The City reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the proposal schedule. The unit prices shall not be subject to change based on the addition or deletion of work.

1-2 Location and Description of Work

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Foster City.

To provide guidance to the proposers in preparing the proposal schedule, the type of work expected to be performed is as follows:

A. Project Areas:

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in **Part 3—Proposal Schedule** at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be 25 square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in **Part 3 - Proposal Schedule**.

1-3 Duration of Contract

The Sidewalk Repair & Replacement (2020-2022) will be for a contract period of two (2) years. The contract start date will be determined after approval of the agreement by the Foster City City Council. The target date for Council approval is May 2, 2022.

1-4 Conditions

- A. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
- B. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
- C. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of California Class "A" license and a City of Foster City Business License throughout the duration of the contract.
- D. The Contractor shall maintain insurance provisions as required in the contract.

1-5 General

- A. Contractor shall assign and identify one person that the City can contact regarding the work throughout construction.
- B. Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.
- C. Any excavated areas shall not be left open over the weekend. All significant phases of concrete work must be completed within the same week (Monday to Friday) as they are started. Debris cannot be stored on site and must be removed promptly. See Traffic Control section.
- D. Contractor's activities shall be limited to the hours between 8:00 AM and 4:00 PM Monday through Friday on all streets except Boulevards. Work hours shall be limited to 9:00 AM to 3:30 PM on all Boulevards. The Contractor shall not start, operate, move or work on any equipment prior to 8:00 AM. Deviation from these hours will not be permitted without prior written approval from the City, except in the event of emergencies involving immediate hazard to persons or property.
- E. The Contractor shall have **thirty (30) calendar days from the date of commencement** of work **to complete** all work. Work shall **commence within fourteen (14) calendar days of notification** by the City.

1-6 Award

City of Foster City reserves the right to award this project to the Contractor it considers most suitable to perform the work. The City will consider the proposal costs for all items identified together with the Contractor's qualifications and references to form the basis for

its decision. The award will be based, in part, on the lowest proposal schedule total; however, proposal price alone will not be the sole determining factor in the selection of the Contractor for this work.

It should be noted that the **estimated quantities** are for proposal purposes only and are not to be construed as actual quantities. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

The City reserves the right to reject any or all proposals, and to waive any irregularities in the proposals received.

1-7 Changes in Work

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

See Section 1.5 CHANGES in Appendix F of the Contract Services Agreement.

1-8 Order of Work

Concrete repairs will be required throughout the City of Foster City.

A. Project Areas:

Work be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall **complete any given work order within thirty (30) calendar days of the commencement of work**. Work shall **commence within fourteen (14) calendars days of notification by the City**.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

1-9 Compensation

A. Invoicing Requirements

Payment for all work items shall be paid as identified in the Proposal Schedule. Invoices shall be submitted for payment on a monthly basis when the work for that month is completed.

Progress payments shall itemize and account for the costs and quantities of work based on each location of work. See Section 1.05—CHANGES in Appendix F of the Contract Services Agreement. Partial payments, except the final payment, shall not be made for periods of less than one month.

B. Cost of Living Adjustment

At the end of the first year of the contract period, the unit rates in the proposal may, upon Contractor request or evaluation by the City, be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI) for the past year (June to June). The CPI shall be the San Francisco/Oakland Consumer Price Index for all urban wage earners. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

1-10 Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771.

1-11 Liquidated Damages

Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.

\$100 per calendar day in liquidated damages will also be assessed for each calendar day exceeding seven (7) calendar days between removal and replacement of concrete in any location.

For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

1-12 Process

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

1-13 Notifications

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed 7 calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval 7 calendar days prior to distribution.

1-14 Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies or the discovery of unforeseen conditions shall be reported to the City immediately.

1-15 Inspection of the Work

- A. The Contractor shall notify the City at (650) 286-8140, forty-eight (48) hours in advance of the start of work in any area.
- B. All work performed and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least 24 hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
- C. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
- D. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
- E. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

1-16 Removal of USA Marker

It shall be the Contractor's responsibility to remove all underground utility markings after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1-17 Permits

The Contractor shall be responsible for obtaining City Transportation and Encroachment permits and other agency permits prior to commencement of any work. Permit fees will be waived for City issued permits.

* END OF DOCUMENT *

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PART 2
INSTRUCTIONS TO CONTRACTORS
DOCUMENT 00 2115

Proposals are requested by Owner, for a general construction contract, or work described in general, as set forth by the following terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF PROPOSALS

1.01 Required Pre-Proposal Investigations

- A. Prior to submission of Proposal, Contractor must conduct a careful examination of Proposal Documents and understand the nature and extent, and location of Work to be performed.

Contractor Questions and Answers

- A. Contractors must direct all questions about the meaning or intent of Proposal Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Proposal Documents. Owner may not answer questions received less than 10 Days prior to the date for receiving Proposals.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Contractors shall not rely on oral statements.

Addenda

- A. Addenda may also be issued to modify the Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4115 (Proposal Schedule) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF PROPOSALS

2.01 Date and Time

Proposals are due on April 12, 2022, at 3:00 pm. Contractors must submit Proposals in accordance with this Document (Instructions to Contractors).

2.02 Required Contents of Proposal – Contractors must submit ALL of the following:

- A. **Part 3-Proposal Schedule** (00 4115)– Contractors must complete all Proposal items and supply all information required by Proposal documents.
- B. **Part 4-Non-Collusion Affidavit** (00 4519)
- C. **Part 5-Contractor Certifications** (00 4545)
- D. **Part 6-Contractor's Registration Form** (00 4325)
- E. **Part 7-Contractor's Qualifications and References**

ARTICLE 3 –PROPOSAL EVALUATION

3.01 Selection of Contractor

Owner will initially evaluate each proposal for responsiveness, and make a determination of the most qualified company and reasonable proposal.

Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The City will consider the proposal costs for all proposal items identified herein together with

the contractor qualifications, company history, capabilities, and references to form the basis for its decision. All Contractors are required to submit Prices on all Proposal items.

Owner will evaluate the selected contractor for responsiveness and for responsibility.

3.02 Evaluation of Proposals

Proposals must be full, complete, clearly written and include the required forms. Contractors shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Contractor's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Contractors must submit Proposals containing each of the fully executed documents supplied in this Project Manual.

In evaluating Proposals, Owner will consider Contractors' qualifications, whether or not the Proposals comply with the prescribed requirements, unit prices, and other data, as may be requested in Part 3 – Proposal Schedule.

Owner may conduct reasonable investigations and reference checks of Contractor and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Contractor's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Contractor's consent to the foregoing.

Owner shall have the right to consider information provided by sources other than Contractor. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

3.03 Reservation of Rights

Owner reserves the right to:

Reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals; and

To reject the Proposal of any Contractor as non-responsive as a result of any error or omission in the Proposal.

If Owner believes that it would not be in the best interest of Project to make an award to that Contractor, whether because the Proposal is not responsive, the Contractor is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some Proposal items and enhanced prices for other Proposal items.

Owner may reject any or all Proposals and waive any informalities or minor irregularities in the proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-issue the RFP.

3.04 Required Contractor and Subcontractor Registration

- A. Owner shall accept Proposals only from Contractors that (along with all Subcontractors) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Proposal not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Contractor is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Proposal provided that Contractor and all Subcontractors are registered at the time of Contract award.

ARTICLE 4 MANDATORY PROPOSAL PROTEST PROCEDURES

4.01 Submission of Written Proposal Protest

- A. Any Proposal protest in connection with the construction contract must be submitted in writing to the **City Clerk's Office, located at 610 Foster City Boulevard, Foster City, California 94404**, before 5:00 P.M. of the fifth Business Day following receipt of Proposals.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Contractors who the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Contractor will not be considered. In order to determine whether a protesting Contractor is responsive and responsible, Owner may evaluate all information contained in any protesting Contractor's Proposal, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Prevailing Contractor.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Contractors who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Contractor's sole and exclusive remedy in the event of Proposal protest. Contractor's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Contractor may not rely on a protest submitted by another Contractor, but must timely pursue its own protest.

ARTICLE 5 AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

If Contract is to be awarded, it will be awarded to the most qualified Contractor within ninety (90) days after receipt of the Proposals.

- A. Owner will issue Document 00 5105 Notice of Award. Contractor must execute and submit to Owner the **"Required Contract Documents and Proof of Insurance"** set forth below, by **5:00 p.m. of the 20th Day following the Notice of Award.**

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5205 (Construction Services Agreement), fully executed by successful Proposer. Submit two originals, each bearing an original signature on the signature page and initials on each page.
- B. Insurance certificates and endorsements required by Document 00 5205 Appendix C: Submit one original set.
- C. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Performance Bond in form provided at Document 00 5205 Appendix D, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.
- D. If Contract Sum exceeds (or is expected to exceed) \$25,000, Construction Labor and Material Payment Bond in form provided at Document 00 5205 Appendix E, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.

Any other items identified by Owner in Document 00 5105 (Notice of Award).

5.03 Failure to Execute and Deliver Documents:

- A. If Contractor to whom Contract is awarded, within the period described in this Document 00 2115, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, for Contractor's failure to enter into the Contract Documents.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Qualified Contractor and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Proposals.

ARTICLE 6 GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Contractor's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during the proposal period, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

- A. If the Project involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Contractor must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

6.04 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the **City's Public Works Department** and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Proposal Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.05 Withdrawal of Proposals:

Contractor may withdraw their Proposals at any time prior to the Proposal Due time fixed in this Document 00 2115, only by written request for the withdrawal of Proposal filed with Owner at the **City Clerk's Office, located at 610 Foster City Boulevard, Foster City, CA 94404**. Contractor or its duly authorized representative shall execute request to withdraw Proposal.

6.06 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Proposal from a Contractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. The Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Public Records Act Requests:

- A. In accordance with the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the RFP period, all Proposal submissions opened in accordance with the procedures set forth herein, and all subsequent Proposal evaluation information. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Contractors that has been designated as confidential by Contractor.
- B. Upon a request for records regarding this Proposal, Owner will notify the Contractor involved, within 10 Days from receipt of the request, when the records will be made available for inspection. If the Contractor timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Contractor determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Contractor will, at its sole expense, take all appropriate legal action and defend Owner’s refusal to produce the information in all forums; otherwise Owner will make such information available to the extent require by applicable law, without restriction.
- C. Information disclosed in the Proposal and the attendant submissions are the property of Owner unless Contractor makes specific reference to data that is considered proprietary.

6.08 Substitutions:

- A. Contractors must base their Proposals on products and systems specified in the Contract Documents or listed by name in Addenda. Substitutions are permitted only as provided in the Contract Documents

6.09 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2115 are set forth in Document 00 5205 (Construction Services Agreement).

END OF DOCUMENT

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PART 3

PROPOSAL SCHEDULE DOCUMENT 00 4115

THIS PROPOSAL IS SUBMITTED BY:

(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2020-2022)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **ESTERO MUNICIPAL IMPROVEMENT DISTRICT** in the form included in the Contract Documents, Document 00 5205 (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (i.e., Document 00 2115 (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any), received the Pre-Proposal Meeting minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Contractor

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:

PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ _____.____	4000	\$ _____.____
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ _____.____	400	\$ _____.____
3.	Root Barrier	Lineal foot	\$ _____.____	100	\$ _____.____
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ _____.____	30	\$ _____.____
5.	Residential Driveway	Square feet	\$ _____.____	5	\$ _____.____
6.	Commercial Driveway	Square feet	\$ _____.____	5	\$ _____.____
7.	Curb Ramp – Type A (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____
8.	Curb Ramp – Type B (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____
9.	Curb Ramp – Type C (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____
10.	Curb Ramp – Type D (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____
11.	Curb Ramp – Type E (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____
12.	Curb Ramp – Type F (per latest Caltrans Detail A88A)	Each	\$ _____.____	1	\$ _____.____

13. Curb Ramp – Type G (per latest Caltrans Detail A88A)	Each	\$ ____.	5	\$ ____.
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TOTAL NOT TO EXCEED AMOUNT	\$ ____.
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(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION. The Selected Contractor will be determined as provided in Document 00 2115 (Instruction to Contractors).

2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.

3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document 00 4115 or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Document 00 2115 (Instructions to Contractors) within the times specified therein.

4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.

5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in, Document 00 5205 (Construction Services Agreement).

6. The undersigned Contractor agrees that, liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5205 (Construction Services Agreement) shall be as set forth in Document 00 5205.

7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.

8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.

9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.

10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, **removal of USA markings**, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

IMPORTANT NOTICE: If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

NAME OF CONTRACTOR:

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal)
_____	_____
	(Principal)
_____	_____
	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Contractor)

NOTE: If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Proposal:

IMPORTANT NOTICE:

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

*** END OF DOCUMENT ***

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PART 4

Document 00 4519

NON-COLLUSION AFFIDAVIT

(To be Completed by Contractor and Submitted with Cost Proposal)

Public Contract Code § 7106

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED
WITH PROPOSAL**

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

_____[Name of Principal of Contractor], being first duly sworn,
deposes and says that he or she is _____ [Office of Affiant] of
_____[Name of Proposer], the party making the foregoing proposal, that the
proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive
or sham; that Proposer has not directly or indirectly induced or solicited any other Proposer to put
in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or
agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain
from proposing, and that the Proposer has not in any manner, directly or indirectly, sought by
agreement, communication or conference with anyone to fix the proposal price of Proposer or any
other Proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any
other Proposer, or to secure any advantage against the public body, or anyone interested in the
proposed contract; that all statements contained in the proposal are true; and further, that Proposer
has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, proposal depository, or to any
member or agent thereof to effectuate a collusive or sham proposal.

Executed under penalty of perjury under the laws of the State of California:

(Name of Contractor)

(Signature of Principal)

Subscribed and sworn before me, _____,

This __ day of ____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____

(Seal)

NOTE: If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Proposer is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

* END OF DOCUMENT *

PART 5

CONTRACTOR'S CERTIFICATIONS

Document 00 4545

(To be Completed by Contractor and Submitted with Cost Proposal)

The undersigned Contractor certifies to Owner as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Contractor within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Contractor, any officer of Contractor, or any employee of Contractor who has a proprietary interest in such Contractor, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

CONTRACTOR'S SIGNATURE

Company Name _____

Signed by (printed) _____

Title _____

Dated _____

* END OF DOCUMENT *

PART 6

CONTRACTOR'S REGISTRATION FORM

Document 00 4325

(To be Completed by Contractor and Submitted with Cost Proposal)

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
_____ Non-Profit 501(c)(3) _____ Corporation
_____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction (if Required by Document 00 5205 Informal Construction Services Agreement, Appendix A):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Contractor's safety experience are submitted with the Proposal, as part thereof, and the Contractor guarantees the truthfulness and accuracy of all information.

1. List Contractor's interstate Experience Modification Rate for the last three years.

[20__] ____ [20__] ____ [20__] ____

2. Use Contractor's last year's Cal/OSHA 300/301 log to fill in the following number of injuries and illnesses:

- a. Number of lost workday cases _____
- b. Number of medical treatment cases _____
- c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Contractor's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

CONTRACTOR:

By: _____
Signature

Its: _____
Title

Date _____

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PART 7

CONTRACTOR'S QUALIFICATIONS AND REFERENCES

(To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: _____

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

-
4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: _____

Print Name and Title

* END OF DOCUMENT *

DIVISION 0

CONTRACT REQUIREMENTS

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DOCUMENT 00 5105

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: **ESTERO MUNICIPAL IMPROVEMENT DISTRICT
SIDEWALK REPAIR & REPLACEMENT (2020-2022)**

The Contract Sum of your Agreement is _____

(Amount in Words)

Dollars (\$ _____)

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20th Day** following the date of this Notice of Award, that is, by **Day of the Week, Month Day, 2020**.
 - a. Deliver to Owner **two** fully executed counterparts of Document 00 5205 (Construction Services Agreement). Each copy of Document 00 5205 must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one original set of the insurance certificates with endorsements required by Document 00 5205 Appendix C.
 - c. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Performance Bond in form attached to Document 00 5205 as Appendix D, executed by you and your surety.
 - d. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Labor and Material Payment Bond in form attached to Document 00 5205 as Appendix E, executed by you and your surety.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned and to annul this Notice of Award.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5205 (Informal Construction Services Agreement) with 1 copy of the Project Manual (including Specifications and Drawings).
5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through Greg Baeza, (650) 286-3551. Questions regarding bonds and insurance may be directed to Andra Lorenz, (650) 286-3215 . All other inquiries regarding the Project should be directed to Greg Baeza .
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

**OWNER: ESTERO MUNICIPAL IMPROVEMENT
DISTRICT**

By: _____

(Title)

(Print Name)

ATTEST: _____

City Clerk

(Print Name)

AUTHORIZED BY CITY RESOLUTION:

NO: _____

ADOPTED: _____, **2020**

Copy of Resolution Attached

END OF DOCUMENT

CITY OF FOSTER CITY

610 Foster City Boulevard, Foster City, CA 94404

CONSTRUCTION SERVICES AGREEMENT

SIDEWALK REPAIR & REPLACEMENT (2020-2022)

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR:

LICENSE NO:

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

- 3. COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) shall not exceed \$_____, to be paid as (**check one**): (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☒ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$_____. All payments (**check one**): ☒ shall ☐ shall not be subject to a five percent (5%) retention on each work order issued under this contract.

- 4. SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Work is issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

4.01 Liquidated Damage Amounts.

- A. Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.

- B. \$100 per calendar day in liquidated damages will also be assessed for each calendar day exceeding seven (7) calendar days between removal and replacement of concrete in any location.
- C. For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

4.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.
- C. Should the Contractor fail to complete all or any portion of the work within the specified time or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earnings for the time that the work remains incomplete after the time set for its completion.
- D. After the specified or formally extended completion of time, no time extension will be granted for delays caused by climatic conditions.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

Appendix A – Scope of Work

Appendix B – General Conditions

Appendix C – Insurance

Appendix D – Construction Performance Bond

Appendix E – Construction Labor and Materials Payment Bond

Appendix F – Supplemental Conditions

Division 1 General and Technical Requirements

- 5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with

this Agreement or the Work described herein shall be null and void and shall have no force or effect.

- 5.03** Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

**City of Foster City,
Greg Baeza
100 Lincoln Centre Drive
Foster City, CA 94404**

CONTRACTOR:

OWNER: **City of Foster City**

Signature

Signature

Print Name & Title

Catherine Mahanpour, Mayor

Date

Date

Appendix A to Construction Services Agreement

SCOPE OF WORK

PART 1 - GENERAL

This section includes specifications related to the scope of work.

1.01 WORK DESCRIPTION

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing.

1.02 LOCATION OF WORK

Locations of work will be throughout the City of Foster City.

1.03 ORDER OF WORK

The Contractor is not authorized to perform any work until written direction is provided by the City.

The notification to commence work will not be issued until the contract has been properly executed, bonds are furnished and approved, and insurance certificates have been submitted and approved.

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly agrees that the Contractor has taken into consideration and made allowance for all ordinary delays and hindrances to the work to be performed and that the Contractor will complete the work within the specified time.

Work to be issued to the Contractor as a Work Order on an as-needed basis during the two (2) year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Proposal Schedule. The **Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work.** Work shall **commence within fourteen (14) calendar days of notification** by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in Proposal Schedule at one or more locations during the term of the contract. While there will be no minimum quantities for work, the City will use its best efforts to ensure that the work order contains no less than one thousand (1,000) square feet of sidewalk, two

hundred (200) linear feet of curb and gutter and four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections of various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in Proposal Schedule.

1.04 DURATION OF CONTRACT

The Sidewalk Repair & Replacement (2020-2022) will be for a contract period of two (2) years. The contract start date will be determined after approval of the agreement by the Foster City City Council. The target date for Council approval is May 2, 2022.

1.05 CHANGES IN WORK

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

1.06 USA MARKER REMOVAL

It shall be the Contractor's responsibility to **remove all underground utility markings** after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1.07 NOTIFICATIONS

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed 7 calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval 7 calendar days prior to distribution.

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other

evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor'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.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where

Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the

Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for proposing.

2.13 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and

implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$1,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Foster City, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder’s Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$10,000** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. In addition to any provisions required in clauses 1-5 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
 - 6.01 City of Foster City, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
 - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.

- 6.04** Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
 8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-**, **VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
 9. The insurance coverage limits 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 Owner, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
 10. All self-insured retentions (SIR) must be disclosed to Owner 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 Contractor/named insured or Owner.
 11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor 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 Owner prior to commencement of any work by the subcontractor.
 12. Contractor 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 Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Foster City/Estero Municipal Improvement District**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to (**Name of Contractor**) _____ as Principal a Construction Services Agreement dated the _____ day of _____, 20____ (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2022-2024)** in the amount of \$_____, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged

under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Foster City/Estero Municipal Improvement District**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to (**Name of Contractor**) _____ as Principal a Construction Services Agreement, dated the _____ day of _____, 20 ____ (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2022-2024)** located at Foster City, CA in the amount of \$ _____, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly

and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

Appendix F to Construction Services Agreement

SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

Wherever in the specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. City/District or Owner: The City of Foster City/Estero Municipal Improvement District.
- B. Council: The City Council of the City of Foster City.
- C. Board of Directors: The Board of Directors of the Estero Municipal Improvement District.
- D. Proposer: Any individual, partnership, joint venture, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. Contractor: The individual, partnership, joint venture, or corporation with whom the contract is made by the City/District.
- F. Engineer: The City/District Engineer acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. See Paragraph 1.8 regarding the authority of the Engineer.
- G. Manager: The City Manager or District Manager of the City of Foster City/Estero Municipal Improvement District.
- H. Days: Unless otherwise designated, days as used in the specifications will be understood to mean calendar days.

1.2 TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the City/District.

1.3 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 8:00 AM to 4:00 PM, Monday through Friday, except as otherwise stipulated in the contract documents. Work hours shall be limited to 9:00 AM to 3:30 PM on all Boulevards.
- B. Work in excess of eight hours per day, on Saturdays, on Sundays, or on City/District holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection.

C. City/District holidays are:

New Year's Day
Martin Luther King's Birthday
Presidents' Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and following Friday
Christmas Eve
Christmas Day
New Year's Eve

1.4 SUBCONTRACTORS

- A. When requested, the Contractor shall furnish the name and address of each subcontractor contracting directly with the Contractor, together with a statement showing the character and location of the work, time limit, if any, and if requested, the amount of money involved in each subcontract. Each subcontract shall contain a reference to the contract between the City/District and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the principal contractor insofar as the same may be applicable to the Contractor's work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City/District. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City/District for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material personnel engaged upon the Contractor's work. It shall be the Contractor's duty to see that all of the subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers is made good by them or by the Contractor at the Contractor's expense.
- E. The City/District will not undertake to settle differences between the Contractor and their subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City/District, on those parts of the work which are specified to be performed by specialty contractors.

CHANGES

A. General:

The City/District reserves the right to make such alterations, deviations, additions to or deletions from the drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of commencement of work.

B. Increases or Decreases in Unit Price Quantities:

1. Increased or Decreased Quantities:

Increases or decreases in the quantity of a contract item of work will be determined by comparing the quantity of work as listed in the proposal schedule with the actual quantity of work performed by the Contractor, as measured by the Engineer. The City shall have the right to make changes in the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event the number of repair locations are increased or decreased from the scheduled maintenance program. All work performed shall be measured and paid based on the contract unit price included in the proposal schedule.

2. Eliminated Items:

- a. The City of Foster City reserves the right to eliminate any of the scheduled work. The unit price shall not be subject to change based on the deletion of work.

Should any contract item of the work be eliminated in its entirety, unless otherwise provided for in the contract, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

- a. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City/District and

the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for. Written documentation of costs of cancellation or return must be submitted.

- b. The actual costs or charges to be paid by the City/District to the Contractor as provided in this section will be computed based on the unit prices listed in the Proposal Schedule.

C. Protest Procedure (Change Orders):

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which the Contractor has not executed, the Contractor shall submit a written protest to the Engineer within 15 calendar days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested change order will be considered as an executed contract change order.
2. When the protest concerning an approved change order relates to compensation, the Contractor shall keep full and complete records of the costs of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning an approved work order relates to the adjustment of contract time for the completion of the work, the time to be allowed will be determined as provided in Paragraph 1.15 of this section.

D. Extra Work:

Extra work will not be paid for unless ordered in writing by the Engineer. When authorized, extra work will be paid for in accordance with the Proposal Schedule or by a negotiated adjustment.

E. REPORTING, INVOICING, AND PAYMENT

1. All work shall be reported monthly upon Total Work Order Sheets furnished by the Engineer to the Contractor and signed by both parties, which monthly reports shall thereafter be considered the true record of work done.
2. Contractor shall submit a record of work completed with each payment request. Record of work shall include detailed invoices. Those not so detailed will not be processed for payment until details are furnished.

3. Completed work shall be paid for on a monthly basis by Contract Change Order.

1.5 COST OF OVERTIME CONSTRUCTION INSPECTION

Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City/District at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays, the charges for City/District personnel will be as shown in the currently adopted rate schedule, available at the Public Works office.

There will be no charges for the inspection of overtime work ordered by the Engineer.

1.6 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with this Specification and applies in writing for a modification of the requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City/District. The Contractor's written request for deviation shall be submitted prior to the start of affected work with enough time allowed to give the Engineer a reasonable review period. Only written authorization from the Engineer will permit deviations from the specifications.

1.7 AUTHORITY OF THE ENGINEER

- A. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding upon both parties, except in the case of gross error.
- B. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but the Contractor shall be responsible for the superintendence of construction processes, coordination of subcontractors or materials, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of the work.
- C. Authority and Duties of Engineer's Field Representatives:
 1. Field representatives of the Engineer may be stationed on the project site to report to the Engineer as to the progress of the work, the manner in which it is being performed, and to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the contract documents. The representative may direct the attention of the Contractor to such failure or infringement but such construction review shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction in a safe and satisfactory manner in every particular.
 2. In case any dispute arises between the Engineer's field representative and the Contractor as to materials furnished or the satisfactory performance of

the work, the representative shall have the authority to reject materials or recommend suspension of the work by the Engineer until the question and issue can be referred to and decided by the Engineer. Such authority, however, shall not give rise to any duty on the part of Engineer's field representative to exercise this right for the benefit of Contractor or any other party. Field representatives are not authorized to revoke, alter, enlarge, relax or release any requirements of the contract documents nor to issue instructions contrary to the contract documents. Field representatives shall in no case act as foremen, superintendents, or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

1.8 INSPECTION BY CITY/DISTRICT, QUALITY ASSURANCE BY CONTRACTOR, TESTING

- A. All materials furnished and work done under this contract will be subject to inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. Work or material that does not conform to the specifications may be rejected at any stage of the work notwithstanding previous inspections by the Engineer.
- B. Quality control of the work to ensure compliance with the contract documents is the responsibility of the Contractor. Testing and inspection of the work, or the lack thereof, by the City/District does not relieve the Contractor of the responsibility to provide a quality assurance program to ensure compliance with the contract documents.
- C. The Engineer may perform or have the Contractor perform tests of material and equipment to demonstrate compliance with the contract documents. If such tests were not required to be performed by the Contractor by the contract documents, the cost of testing will be paid for by the City/District when tests show that materials or equipment comply with the contract documents, and shall be paid for by the Contractor when tests show that materials or equipment fail to comply with the contract documents.

1.9 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as the Engineer may desire respecting the character of the materials and the progress and manner of work, including information necessary to determine its costs, such as the number of personnel employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.10 SUPERINTENDENCE

- A. The Contractor shall designate in writing before starting work one authorized representative who shall have the authority to represent and act for the Contractor.
- B. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress

and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. The superintendent or foreman in charge shall be deemed to be the authorized representative of the Contractor and accepts such orders on behalf of the Contractor.

1.11 SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

1.12 LINES, GRADES, AND MEASUREMENTS

All lines and grades shall be established by the Contractor. The cost of surveying to establish lines and grades shall be included in the various items of work and no separate payments will be made.

1.13 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City/District.
- B. The City/District will provide the appropriate rights of way and property for pipelines and structures. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from the Contractor's use of City/District property.
- C. In case areas in addition to those available on the City/District's right of way or property are required by the Contractor for the Contractor's operations, the Contractor shall make arrangements with the property owners for the use of such additional areas at the Contractor's own expense.

1.14 DELAYS AND EXTENSION OF TIME

- A. If any delay having a direct effect on the work is caused by factors within the Contractor's control, it is non-excusable and the Contractor will not be entitled to compensation for damages resulting directly or indirectly therefrom, or for any extension of time.
- B. If any delay having a direct effect on the work is caused by unusually severe weather conditions, including periods exceeding the "Normal Rainfall Days", or by strikes, or act of God, such delay may be excusable and may entitle the Contractor to an equivalent extension of time, provided that the Contractor has taken reasonable precautions to foresee and prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 7 calendar days from the beginning of any such delay. In such event the Contractor shall be entitled to time only. Additional costs incurred

because of the delay will be paid for by the Contractor at no additional cost to the City/District.

1. No extension of time will be granted for normal rainfall. However, during the specified contract time, a day-for-day extension of time will be given for each day the rainfall is in excess of 0.1 inch of rain when the total number of rainy days (0.1 inch or greater) exceed the normal based on monthly precipitation records for the previous 10-year period from the weather recording station at the San Francisco International Airport.

Normal number of rain days for which rainfall has exceeded 0.1 inches for the 10-year period from 2010 to 2019 is as follows:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept.	Oct.	Nov.	Dec.
5	7	7	3	1	1	0	0	0	2	5	6

- C. If any delay having a direct effect on the work is caused by the specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by failure of the City/District to provide material, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility, such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and may entitle the Contractor to damages resulting directly from any of the causes of delay hereinabove specified or from delays or hindrances to the work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 10 calendar days from the beginning of any such delay.
- C. When a Contractor experiences two concurrent delays, one compensable and the other non-compensable, no compensation other than time extensions will be allowed.
- E. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

1.15 CLIMATIC CONDITIONS

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the City/District. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

1.16 ROADS AND FENCES

Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished.

1.17 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City/District, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, the Contractor's agents, servants, or employees, or any of them, be enjoined from furnishing or using any inventions, processes, equipment, articles, materials, supplies, or appliances supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such inventions, processes, equipment, articles, materials, supplies, or appliances, as may by this contract be required to be supplied and used, the Contractor shall at the Contractor's expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City/District, its officers, agents, servants, and employees, or any of them, to use such inventions, processes, equipment, articles, materials, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City/District may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City/District, or recover any amount thereof from the Contractor and the Contractor's surety, notwithstanding final payment under this contract may have been made.

1.18 PROTECTION OF PERSONS AND PROPERTY

A. Contractor's Responsibility:

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in his judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

C. Engineer's Responsibility:

1. The Engineer's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The City/District assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
2. The Engineer may suspend operations if the Contractor determines that an imminent safety hazard exists.

1.19 CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials in the execution of the contract.

1.20 PROTESTS - CONTRACT REQUIREMENTS

- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Engineer or any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Engineer, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Engineer shall be final and conclusive.
- B. No later than thirty (30) calendar days following the submission of a protest in accordance with subsection A, the Contractor shall submit to the Engineer his claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data as may be requested in writing by the Engineer within the time specified in such request. In addition, the Contractor shall maintain complete and accurate daily records of the cost of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested.
- C. Any decision, order, instructions, notice, or act or omission of the Engineer for which the Contractor has submitted a protest shall be final and conclusive on the Contractor if the Contractor fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in

nature, provided that the Engineer may, if the Contractor shows good cause, and if the interests of the City/District will not be prejudiced, consider and decide a properly documented claim on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right to the Contractor, and failure or refusal of the Engineer to exercise the Engineer's authority thereunder shall not be subject to claim by the Contractor.

1.21 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

A. Risk of Loss:

Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105 of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to the Contractor on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities:

1. The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of the Contractor's failure to carry out said responsibilities, the same may be carried out by the City/District at the expense of the Contractor.
 - a. The Contractor shall be responsible for any material furnished the Contractor and for the care of all work until its completion and final acceptance, and the Contractor shall at the Contractor's own expense replace damaged or lost material and repair damaged parts of the work.
 - b. The Contractor shall protect the City/District facilities from damage resulting from the Contractor's work. City/District facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
 - c. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to the Contractor or used under the Contractor's direction during construction.

1.22 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by the contract documents.
- B. Do not encumber site with excessive material or equipment.
- C. Do not impose any load on any structure that will damage or endanger structure.
- D. Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

1.23 COOPERATION WITH OTHER WORK FORCES

- A. Other Contractors, other utilities and public agencies or their Contractors, other City/District Contractors, and City/District personnel may be working in the vicinity during the project construction period.
- B. There may be some interference between these activities and the work under this Specification. The Contractor shall cooperate and coordinate their work with that of other work forces to assure timely contract completion.
- C. Coordinate all activities in and around repair locations.
- D. Any costs for providing cooperation with other work forces shall be considered as included in the proposal price for the various contract items of work and no separate payment will be made therefor.

1.24 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held at the time and place designated by the Engineer.
- B. The Contractor shall be present or be represented by an agent with authority to act for the Contractor and in responsible charge of the work to be accomplished.

1.25 MATERIAL AND WORKMANSHIP

- A. Omissions from the Plans and Specifications:

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the Contractor shall provide and install such materials as necessary for a complete and functional facility at no additional cost to the City/District. All work shall be done and workmanship completed consistent with the quality of work standard for the industry for commercial work, notwithstanding any omission from the specifications or the drawings. It shall be the duty of the Contractor to call attention to apparent errors and omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original specifications or drawings.

- B. Compliance with Jurisdictional Agency Requirements:

All work performed under this Specification may be inspected as provided in Paragraph 1.9. All work performed within city or county streets or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with the contract documents shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

1.26 SATURDAY, SUNDAY, AND HOLIDAY WORK

Without the written consent of the Engineer, no installation or construction work shall be done on Saturdays, Sundays, or holidays. Holidays are defined as City/District holidays which are listed in Section 1.3 of Appendix F in the Contract Services Agreement.

1.27 COOPERATION

The City/District reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors. The Contractor shall coordinate their work and cooperate with City/District forces and other contractors to the end that any delay or hindrance to their work will be avoided.

1.28 AGREEMENTS WITH ADJACENT PROPERTY OWNERS

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for their information.

1.29 EMERGENCY WORK

A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City/District, as the situation may warrant. The Contractor shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantial documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside Working Hours:

Whenever in the opinion of the City/District there shall arise outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City/District's forces may choose to handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as provided in the contract documents. The performance of emergency work by City/District forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

1.30 CONFLICT AMONG DRAWINGS, SPECIFICATIONS, AND/OR STANDARDS

In case of conflict among contract documents, the document of highest precedence shall prevail. The descending order of precedence shall be:

1. Permits and Agreements with Other Agencies
2. City/District Codes
3. Technical Specifications
4. Contract Requirements

- 5. Project Drawings
- 6. City/District Standards
 - a. Specifications
 - b. Drawings
- 7. Referenced Specifications and Standards
- 8. Referenced Drawings

1.31 FIRE PROTECTION

- A. The Contractor shall provide access to all fire hydrants located along the line of their work. Such access shall meet the approval of the City/District Public Safety Department, and should it be necessary to close a portion of a street for a limited time, such street shall not be closed until the Contractor has the approval of said Department.
- B. The City/District Public Safety Department shall be notified when a street is opened after it has been closed.
- C. Approval shall be obtained from that Department for the use of any fire hydrant.

1.32 ORDER OF WORK

- A. When required by specifications or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

1.33 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City/District, in writing, of any:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The City/District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City/District shall issue a change order under the procedures described in the contract.

- C. In the event that a dispute arises between the City/District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

1.34 PROCEDURES FOR FILING AND RESOLVING CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.
 - 1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 1. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.
 - 2. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

1.35 PROCEDURES FOR CIVIL ACTIONS FILED TO RESOLVE CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.
 - 1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from

the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.
3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

1.36 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for, as necessary for proper execution and completion of work:
 1. All permits, including CAL/OSHA excavation permit, not specifically furnished by the City/District.
 4. Government fees.
 5. Licenses.
 6. Certifications.
 7. Business License from the City of Foster City.
 8. Building, Plumbing, and Electrical Permits from the City of Foster City.
- B. Give required notices as required by the permits prior to work.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Provide copies of all permits to the Engineer prior to work.

1.37 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the City/District that all qualified persons shall be afforded equal opportunities of employment on any public works contract entered into with the City/district. To prohibit discrimination because of race, color, religion, sex or national origin, all proposers shall be prepared to demonstrate that they and their subcontractors have undertaken a continuing program to promote the full realization of equal employment opportunities.

1.38 OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Contractor should neglect to prosecute the work properly in accordance with the contract documents, the owner, after 10 consecutive calendar days following written notice to the contractor and their surety may, without prejudice to any other remedy the

owner may have, and without declaring the contract in default or terminating the contract, correct such deficiencies in work intended to become a permanent part of the project, and may deduct the cost thereof from the payment then or thereafter due the Contractor or the entire cost thereof shall be paid by the Contractor or the Contractor's surety. The owner reserves the right to take over work in the event of an emergency.

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SIDEWALK REPAIR AND REPLACEMENT (2020-2022)

PAYROLL CERTIFICATION FORM

I, _____, the undersigned, am _____,
(Name – Please Print)

with the authority to act for _____
(Position in Business)

for and on behalf of _____
(Name of Business and/or Contractor)

do hereby certify under penalty of perjury that the payroll records or copies thereof hereby
submitted, consisting of _____ (Description, # of _____, are
the originals, or true, full, and Pages) correct copies of the originals, which correctly depict the
craft or type of work performed, hours and days worked, prevailing wage rates, and
disbursements, by cash, check or other form, to the individual or individuals named.

DATE: _____ SIGNATURE _____

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DIVISION 1

GENERAL AND TECHNICAL REQUIREMENTS

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DOCUMENT 01010

SUMMARY OF WORK

PART 1 - GENERAL

The work covered under this contract will be performed at various locations throughout the City of Foster City, California.

1.01 DESCRIPTION OF PROJECT

Sidewalk Repair and Replacement (2020-2022)

1.02 WORK OF THIS CONTRACT

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet lid replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Foster City.

Project Areas

The City will call out the Contractor to repair/replace a section of sidewalk or length of curb or gutter, or perform other concrete repairs as listed in Part 3—Proposal Schedule at one or more locations. There will be no minimum quantities for work. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

The City of Foster City reserves the right to add or delete any work. All work performed shall be measured and paid based on the contract unit prices identified in Part 3--Proposal Schedule.

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DOCUMENT 01025

MEASUREMENT AND PAYMENT

PART 1--GENERAL

1.01 DESCRIPTION

Payment will be made on a lump sum basis or unit price basis or combination thereof, as set forth in Part 3, Proposal Schedule.

1.02 SCHEDULE OF COSTS FOR LUMP-SUM PAYMENT

NOT USED

1.03 MEASUREMENT OF QUANTITIES FOR UNIT PRICE PAYMENT

- A. All work to be paid for at a contract price per unit of measurement will be measured by the ENGINEER in accordance with United States Standard Measures. Material paid for by weight shall be weighed on scales furnished by and at the expense of the Contractor. All scales shall be regularly inspected and sealed by the Division of Measurement Standards or its designated representative.
- B. When required by the ENGINEER, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the ENGINEER at the point of delivery of the material.

1.04 (NOT USED)

1.05 PARTIAL PAYMENT FOR STORED MATERIALS

- A. The Contractor shall receive no additional compensation for materials stored on site.

1.06 MEASUREMENT AND PAYMENT OF PROPOSAL ITEMS

A. SIDEWALK REPLACEMENT

SIDEWALK REPLACEMENT shall be measured by the square foot of actual concrete installed.

The contract price paid for concrete sidewalk shall be measured and paid for on a square foot basis. The unit price paid per square foot of sidewalk shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete sidewalk, removal and disposal of existing sidewalk, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

B. STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM

STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured by the linear foot of actual concrete installed.

The contract price for STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of concrete curb and gutter shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete curb and gutter, removal and disposal of existing curb and gutter, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

C. ROOT BARRIER

ROOT BARRIER shall be measured by the linear foot of actual root barrier installed.

The contract price paid for ROOT BARRIER shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of root barrier shall include full compensation for site preparation and site clean-up, trench excavation, root pruning, backfilling, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

D. MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID)

MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured per each as described in the specifications.

The contract price paid for MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured and paid for on a per each basis. The unit price paid per each curb inlet lid, shall include the cost of pre-cast concrete lid sections, replacement of adjacent flags of sidewalk, and doing all work required and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefore.

E. RESIDENTIAL DRIVEWAY

RESIDENTIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price paid for RESIDENTIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway, removal and disposal of existing driveway,

excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

F. COMMERCIAL DRIVEWAY

COMMERCIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price for COMMERCIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway with welded wire mesh, removal and disposal of existing driveway, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

G. CURB RAMP

CURB RAMP shall be measured per each.

Proposal Items numbered seven (7) through thirteen (13) are for seven types of curb ramp replacement. The contract price for CURB RAMP shall be measured and paid for on a per each basis. The unit price paid per curb ramp shall include full compensation for mobilization, site preparation and site clean-up, installation of curb ramp, removal and disposal of existing curb ramp, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, proof-rolling, forms, joints, concrete placement, concrete finishing, detectable warning surface mats, concrete protection and curing, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

PART 2--(NOT USED)

PART 3--EXECUTION

3.01 PROGRESS PAYMENTS AND RETENTION

- A. Within 5 days after the cutoff date, the Contractor shall make and submit to the ENGINEER an approximate measurement of all materials supplied and work performed up to the established cutoff date for the purpose of making a progress payment. The progress payment cutoff date shall be the monthly anniversary of the date of the issuance of the work order.

- B. The Contractor will classify the work according to items listed on the proposal schedule and will estimate the value of the same on the basis of the prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Proposal Schedule for lump sum proposal items. Payment for unit price proposal items will be based on the actual amount of work performed as measured in the field. The Contractor's estimate of work performed shall be subject to adjustment by the ENGINEER.

* END OF DOCUMENT *

DOCUMENT 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1--GENERAL

1.01 DESCRIPTION

Work included: Provide temporary construction facilities, utilities and controls needed for the work.

PART 2--(NOT USED)

PART 3--EXECUTION

3.01 TEMPORARY UTILITIES

- A. The Contractor shall provide and pay for all necessary temporary water, telephones, fuel, power, and sanitary accommodations.
- B. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements with regard to operation, safety, and fire hazards of state and local authorities and of underwriters.
- C. Site and facilities shall be returned to their original "as-found" condition or as otherwise specified, at the completion of the project.

3.02 SOUND CONTROL

- A. Comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. The maximum noise level shall be 85 dBA.

3.03 DUST AND LITTER CONTROL

- A. Maintain dust control within the site and provide adequate measures to prevent a dust problem for neighbors.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming.

- C. Keep the job site in a neat and sanitary condition during the progress of the work. Dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of rubbish.

3.04 DRAINAGE AND GROUNDWA

The Contractor shall be responsible for caring for the drainage on the entire work area and the disposal of such drainage from commencement of work until contract completion. Special care shall be exercised to prevent erosion in disturbed earth areas and silt or eroded materials shall not be introduced into any storm drain system or water course.

3.05 CONSTRUCTION WATER

- A. The Contractor shall provide and maintain all necessary equipment and facilities for conveying water to places where it will be used and for changing the pressure if required. The Contractor shall plan and perform the work in a manner, which will minimize the use of water.
- B. The Contractor shall furnish, at his expense, all water required for the completion of the work. Water is available to the Contractor at the nearest hydrant provided the Contractor has made arrangements to obtain a temporary water meter from the City. The Contractor shall pay for all necessary rental and deposit fees required for temporary meter. The temporary hydrant meter application is attached at the end of this section.

3.06 SECURITY OF SITE

- A. Security of the site shall be the Contractor's responsibility from commencement of work until completion of contract.
- B. The Contractor shall provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents.

3.07 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever.
- B. The Contractor shall not occupy City/District-owned property outside the right of way as shown on the plans unless he enters into a rental agreement with the City/District.

3.08 FIELD OFFICE AND LAYDOWN AREAS

The Contractor shall procure additional space for laydown of materials, spoils and equipment at Contractor's own expense. Location of such additional space shall be subject to approval of the City/District.

3.09 EXISTING UTILITIES LOCATION - U.S.A.

The City of Foster City subscribes to the Underground Service Alert (U.S.A.) network, which is a clearinghouse for notifying all local utility agencies to mark the locations of underground systems in construction areas. Prior to grading and excavation activities by the Contractor, they shall contact U.S.A. by calling 1-800-227-2600 with ample advance time to allow the utility companies to respond. Contacting U.S.A. does not relieve the Contractor from their responsibility to determine location and depth of buried utilities, to protect such utilities, or to repair buried utilities damaged by their operations.

* END OF DOCUMENT *

FISCAL YEAR 2022/2024

CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT TEMPORARY HYDRANT METER APPLICATION

APPLICANT: _____ DATE: _____

COMPANY: _____ PHONE: _____

ADDRESS: _____

EMAIL ADDRESS _____

CONTRACTOR'S LICENSE NO.: _____ CLASS: _____ EXP.: _____

FOSTER CITY BUSINESS LICENSE NO.: _____ EXP.: _____

JOBSITE: _____

METER CONNECTION LOCATION: _____

NOTE THAT THE METER MAY NOT BE RELOCATED WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.

PURPOSE OF SERVICE: _____

Customer must provide a reading at the end of each calendar quarter (March 31, June 30, Sept 30, and Dec 31) by emailing: the reading, company name and meter number to utility@fostercity.org. ____ (initial)

Meter must be returned to the District Corporation Yard (100 Lincoln Center Drive in Foster City, 650/286-8140) within seven (7) calendar days of the date permit expires. ____ (initial)

Failure to do so may result in forfeiture of all deposits. Charges will be assessed per the current adopted Master Fee Schedule. ____ (initial)

Applicant's Signature: _____

FOR CITY/DISTRICT USE ONLY

PERMIT EXPIRATION DATE (12 months from today)

PERMIT FEE: Non-refundable	\$ 60.00 - WC
METER DEPOSIT: Balance refundable. Details on back.	\$ 1,557.00 - MD
WATER DEPOSIT: Balance refundable. Details on back.	\$ <u>1,500.00 - WD</u>
TOTAL: (to be paid with application)	\$ 3,117.00

Application Approved: _____ Date: _____

(PWM Staff)

Fee to SC S-23, Acct. 31-3470 Deposits to SC S-23, Acct. 31-2460 Monthly Charges to SC S-73, Acct. 31-3475

METER DEPOSIT REQUIRED: \$1,557.00 Upon return of the hydrant meter in good condition, the contractor shall be entitled to refund of the following percentages of the meter deposit if returned within the following period from the issuance date of the meter:

Construction Facilities and Temporary controls 01500 - 4
General and Technical Requirements
Sidewalk Repair & Replacement (2020--2022)

1 month or less	90%
3 months or less	85%
6 months or less	80%
12 months or less	75%

Meter must be returned or renewed at the end of 12 months. Failure to do so will result in an additional reduction of deposit by 10% of the original amount per month or portion thereof. Should the meter be found to be defective or damaged upon testing, the cost of repairs (labor and material) shall be subtracted from the deposit.

WATER DEPOSIT REQUIRED: \$1,500.00 Meter charge according to Master Fee Schedule for Fiscal Year 16/17 @ \$ 220.50 shall be deducted from the water deposit each month. In addition, the water usage charge is as stated per Master Fee Schedule per unit (100 cubic feet or 748 gallons) for Fiscal Year 16/17 @ \$ 4.97 per unit, and shall be deducted from the deposit at the time incurred or when the meter is returned.

Date out Initial

METER SIZE: 3" _____ Meter Number: _____

Checked out by: _____ **Date Returned/Checked by:** _____
 PRINT NAME

Charge as follows (if not returned)

Other Accessories			
Meter Wrench	_____	_____	\$60
Reducer, 2-1/2"x3/4"	_____	_____	\$40
Reducer, 2-1/2"x1-1/2"	_____	_____	\$35
Fire Hose, 6' x 2-1/2"	_____	_____	\$140

Received by _____
 Signature/Date

DATE	METER READING	WATER QUANTITY	COST OF WATER USED	SERVICE CHARGE PER MONTH	TOTAL CHARGES	DEPOSIT BALANCE
				\$ <u>220.50</u>		
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

City of Foster City Temporary Water Hydrant Rental Receipt	
Date: _____	Receipt No.: _____
Received From: _____	
THREE THOUSAND ONE HUNDRED SEVENTEEN DOLLARS	\$3,117.00
Check No. _____ BY; _____	

Send ORIGINAL to Finance; cc: Meter Binder, Applicant

Temporary Hydrant Meter Application Instructions:

You must obtain a Foster City Business License to rent a Temporary Hydrant Meter and include the information on the applications

Construction Facilities and Temporary controls 01500 - 5
 General and Technical Requirements
 Sidewalk Repair & Replacement (2020--2022)

A deposit check is required, made out to The City of Foster City, in the amount of three thousand one hundred and seventeen dollars (\$3,117.00).

Bring both the completed application and the deposit check to the Corporation Yard at 100 Lincoln Centre Drive, Foster City, CA between the hours of 8 am and 4 pm Monday through Thursday, and until 3pm Friday.

Charges incurred from water usage, meter charges and rental fee will be paid from this deposit and, upon return of the meter in good condition, the remainder will be returned to the applicant. (See Application for a more detailed explanation of charges).

Call 650-286-8140 with any questions.

* END OF DOCUMENT *

DOCUMENT 01570

TRAFFIC CONTROL

PUBLIC CONVENIENCE AND PEDESTRIAN TRAFFIC CONTROL

Must comply with the traffic regulations requirements as specified in this section. Including but not limited to: Submit a traffic control plan which conforms to the State of California "Manual of Traffic Controls for Construction and Maintenance Work Zones" and the Work Area Traffic Control (WATCH) Handbook. Include lane closures, detours, and parking prohibitions.

Contractor shall be responsible to provide all traffic control measures necessary to divert sidewalk users safely around work areas. This includes, but is not limited to, placing signage, barricades, cones, temporary walkways, etc.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Access for local traffic must be maintained. For work in street areas, at least seven calendar days prior to commencing work, the Contractor shall submit his schedule and traffic plan to the Engineer for approval.

WEEKEND USAGE

All significant phases of concrete work must be completed within the same (Monday to Friday) week as they are started. Sections of Sidewalk, curb and gutter, and curb ramps must be completed and ready for use during the weekend. An exception may be the installation of the detectable warning surface mats for curb ramps, which can be installed when the concrete has cured sufficiently to accept the mat in accordance with the manufacturer's specifications. Provisions for alternative walkway would be required.

LANE CLOSURES AND DETOURS

No more than one-half ($\frac{1}{2}$) of the roadway shall be closed to traffic at any time, and traffic in both directions shall be maintained at all times. Open excavations and trenches shall be adequately covered when no work is being performed.

WORKING HOURS - MAJOR STREETS

All work within the right-of-way of freeway ramps and major streets including the adjoining intersections shall be limited to the hours of 9:00 AM to 3:30 PM. Major streets are listed as follows:

- | | |
|-----------------------------|---------------------------|
| 1. Foster City Boulevard | 6. Beach Park Boulevard |
| 2. East Hillsdale Boulevard | 7. Metro Center Boulevard |
| 3. East Third Avenue | 8. Triton Drive |
| 4. Edgewater Boulevard | 9. Vintage Park Drive |
| 5. Shell Boulevard | 10. Chess Drive |

NO PARKING SIGNS

No Parking signs shall be posted a minimum of 72 hours in advance of the parking restriction. The date and time of parking restrictions shall be clearly posted on No Parking signs.

JOB CONDITIONS

The following general job conditions apply to the project:

1. Provide access to all residences whenever possible throughout the duration of the project. Notify property owners 24 hours in advance of work that will interrupt use of driveways or other frontage improvements.
2. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
3. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 48 hours in advance.
4. Lighted arrow boards shall be used for all lane closures on boulevards and other locations when appropriate.

TRAFFIC CONTROL DEVICES

1. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," and Section 7, "Legal Relations and Responsibility," of the CalTrans Standard Specifications. Flashers shall be provided on each barricade. (Section 360, California Vehicle Code, defines highway to include streets.)
2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

GENERAL

1. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
2. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
3. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

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DOCUMENT 01580

CONSTRUCTION METHODS

PART 1 – CONSTRUCTION METHODS

1.01 SAWCUTTING

Existing concrete and asphalt concrete to be removed shall be saw-cut with a power driven saw at the first scoring line. Remove only complete squares of concrete. The Contractor shall remove the saw cut slurry with a vacuum immediately following the cutting process.

Full compensation for saw-cutting, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.02 REMOVE CONCRETE

All concrete shall be removed to an expansion joint or saw-cut at score-line or as determined by the Engineer. Concrete shall be removed in such a manner as to leave an even edge without spalling, breaks or chips on the remaining concrete. Concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.03 REMOVE ASPHALT CONCRETE

A two-foot wide strip of asphalt along the work area (curb and gutter) identified shall be removed. All asphalt concrete shall be removed to a saw-cut score-line or as determined by the Engineer. Where removal of asphalt concrete is required, a straight neat cut with a power driven saw shall be made before removing asphalt concrete. Asphalt concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for asphalt concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.04 TREE ROOT REMOVAL / ROOT PRUNING

Root pruning shall be performed to minimize impact and injury to tree root systems during the project. Roots shall be cut cleanly using a handsaw, or hand shears. Roots shall be cut cleanly prior to use of the backhoe or other excavator to remove material from the site. At no time is the backhoe or other excavator to be used to remove roots. After proper pruning, cover exposed roots within thirty (30) minutes to minimize desiccation.

Tree roots shall be cut and removed to a maximum depth of twelve (12) inches below level finished grade of the aggregate base and backfilled with eight (8) inches clean native backfill material and four (4) inches of Class 2 aggregate base. Wet and compact the aggregate base and the top six (6) inches of native subbase to 95% relative compaction.

If tree removal is required, appropriate tree removal permits must be secured prior to beginning work.

Full compensation for doing all work required for tree root removal, including furnishing all labor, materials, equipment, and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for “Square Foot of Sidewalk Replacement”, or “Linear Foot of Standard Curb and Gutter with 2’ wide AC conform”, or “Square Foot of Residential Driveway”, or “Square Foot of Commercial Driveway” or “Per Curb Ramp” and no additional compensation will be allowed therefor.

1.05 DISPOSAL OF EXCAVATED MATERIAL

Contractor shall properly dispose of all excavated material outside of the City limits to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of State, County, and municipal regulations regarding health, safety and public welfare. Do not allow demolished materials to accumulate on site. No overnight storage of material will be allowed.

Full compensation for disposal of excavated material, including disposal of concrete, asphalt concrete, roots, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.06 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Contractor shall be responsible for all damage to existing improvements resulting from his operations. Contractor shall repair at his expense all damage to existing improvements resulting from his operations including:

1. The repair and replacement of minor irrigation systems damaged as part of the project;
2. The repair and replacement of landscaping damaged or removed as part of project;
3. Water and gas services damaged by the Contractor’s operations.

If a water service in the sidewalk section needs to be lowered it will be done by the City of Foster City Water Department. Contractor will not be responsible to replace any pull boxes etc. that were broken prior to start of work.

1.07 ROOT BARRIER

Root barrier shall be installed behind all new and existing sidewalks. The root barrier shall be high-density polyethylene 0.080 inches thick, 18 inches in height. Contractor shall excavate up to a 4-inch wide trench adjacent to the landscaping to a depth of 2-ft. The Contractor shall remove all roots within the trench. The root barrier is at grade. The root deflectors shall face away from the path. Any landscaping and irrigation affected by construction shall be replaced.

1.08 AGGREGATE BASE

Aggregate base shall be Class 2 (1/2-inch max) AB compacted to 95% relative compaction. Aggregate base shall conform to specified thickness and compaction. Sidewalk base, curb ramp base, and residential driveway base shall be 4-inch thick Class 2. Curb and Gutter base and commercial driveway base shall be 6-inch thick Class 2.

Aggregate base shall be produced from commercial quality aggregates consisting of broken stone; crushed gravel, natural, clean, rough-surfaced gravel and sand; or a combination thereof. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted, and free from pockets of coarse or fine material.

Full compensation for doing all work required for placement of aggregate base, including furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for "Square Foot of Sidewalk", or "Linear Foot of Curb and Gutter with 2' wide AC conform", or "Square Foot of Residential Driveway", or "Square Foot of Commercial Driveway" or "Per Curb Ramp," and no additional compensation will be allowed therefor.

1.09 CONCRETE SIDEWALK

Concrete sidewalk shall conform to Section 90 of the State Specifications for materials, mixing and placement and to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Sidewalk shall be 4 inches minimum with broom-finished surface.

Expansion joints shall be installed at intervals not exceeding 20 feet; and deep score or cold joint shall be installed at 10 foot intervals. Sidewalk score lines shall be located at 2.5 foot intervals. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete as shown in City Standard Details.

The area behind the sidewalk shall be backfilled with select clean native soil (no rocks, free of organic matter and deleterious material) to finish grade on both sides of the new sidewalk or to the back of the curb after the forms are removed.

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be no more than seven (7) calendar days behind the removal operation. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor to ensure public safety at all times. All work mentioned above shall be included in the unit price for this proposal item.

1.10 CONCRETE CURB AND GUTTER

Concrete curb and gutter shall conform to Section 90 of the State Specifications for materials, mixing and placement and to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Use one standard brand throughout all work. Curb and gutter shall be 6 inches thick with broom-finished surface. Curb and gutter shall be poured separately from the sidewalk.

Expansion joints shall be installed at intervals not exceeding 20 feet. The expansion joints shall be installed vertically and shall extend to the full depth and width of the curb and gutter, or as directed by the Engineer. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete as shown in City Standard Details. Excess filler material shall be trimmed-off in a neat and skillful manner. Deep score-lines shall be installed at 10 foot intervals.

1.11 EXPANSION JOINTS

Expansion joints shall be filled with ½-inch thick pre-molded joint filler shaped to fit the concrete that is being placed. Joint fillers shall extend the full width and depth of expansion joint, flush with finished concrete surface. Expansion joints shall be located at intervals of 20 feet and at the end of curb returns. Deep score lines shall be located at intervals of 10 feet.

Full compensation for installation of expansion joints, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.12 REINFORCING BARS / DOWELS

Eight (8) inch No. 4 steel rebar shall be installed at locations as shown in the City Standard Details and as directed by the Engineer. Reinforcing bars and tie bars shall be ASTM A 615, Grade 60, deformed. Where a new pour abuts existing concrete, rebar shall be installed 4-inches into existing concrete.

Full compensation for installation of rebar, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.13 COMMERCIAL CONCRETE DRIVEWAY

Commercial concrete driveway shall conform to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Welded wire mesh 4" x 4" shall be installed over entire driveway area. Driveway shall be 6 inches thick with broom-finished surface. Driveway base shall be 6-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

1.14 RESIDENTIAL CONCRETE DRIVEWAY

Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Driveway shall be 4 inches thick with broom-finished surface. Driveway base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

1.15 CURB RAMPS

Concrete curb ramps shall conform to the most recent Caltrans Standard Plans. Contractor shall be responsible to check for the more recent revision of the Standard Plans. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Curb ramps shall be with broom-finished surface. Curb ramp base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

Any existing pull boxes, valve boxes etc. shall be aligned and leveled in the demolished area to be flush and level with finished surface of new ramp. Curb ramps shall have a safety yellow polyurethane tactile mat extending the full width of the ramp. The edge of the detectable warning surface nearest the street shall be between 6 inches and 8 inches from the gutter flow-line and shall extend three feet towards the back of the ramp. The surface dimensions of raised truncated domes and spacing shall conform to the most recent Caltrans Standard Plans. The mat shall be mechanically fastened and adhered to the underlying substrate according to the manufacturer's instructions.

1.16 ASPHALT CONCRETE

Asphalt concrete shall be C2-AR-4000 (1/2" max) in accordance with the applicable portions of Section 39 and Section 92 of the State Specifications. At a minimum, shall match existing thickness of adjacent pavement.

Includes replacement of a two-foot wide strip of asphalt adjacent to the areas of curb and gutter curb ramps, and driveways, identified for replacement.

A 6" depth of existing section shall be neatly saw-cut and removed. Remove all roots up to a maximum depth of twelve (12) inches below level finished grade. The underlying material to remain in place shall be re-compacted to 95%. The Contractor shall top off with new base material and compact the top foot to 95% relative compaction. Installed base material shall be Class 2 (1/2" max) AB.

After approval of compaction of the base material and prior to placing new asphalt concrete, Contractor shall prime all horizontal and vertical surfaces with a tack coat of liquid asphalt binder. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Asphalt concrete will be installed in two separate lifts no greater than 3 inches in thickness (compacted). Fill the 6" depth of asphalt concrete repair to match level of adjacent pavement. The finished edges will be tack coated with liquid asphalt and sanded.

Full compensation for installation of two (2) foot asphalt concrete conform adjacent to newly installed curb and gutter, driveway or curb ramps shall be included in the price proposed for "Linear Foot of Concrete Curb and Gutter" or "Square Foot of Residential/Commercial Driveway" or "per Curb Ramp" and no additional compensation will be allowed therefor.

1.17 TACK COAT

Before replacing asphalt concrete, an asphalt-emulsion paint binder (tack coat) shall be applied to all horizontal and vertical surfaces of existing pavement and to all vertical surfaces of curbs, gutters and construction joints in accordance with the applicable portions of Section 39 of the State Specifications.

Full compensation for application of tack coat, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.18 MINOR CONCRETE REPAIR / CATCH BASINS

This involves the removal, disposal and replacement of existing pre-cast catch basin lid, adjustment of catch basin to grade, and replacement of sidewalk sections directly adjacent to catch basin. The top of the catch basin shall be accurately brought flush with the surface of the surrounding adjacent sidewalk. Pre-cast catch basin lid shall be Christy or approved equal of the type and dimensions shown on the Standard Details.

Where a new pour abuts existing concrete, two (2) eight (8) inch No. 4 steel rebar shall be installed 4-inches into existing concrete.

Reinforced curb inlet lids shall be measured and paid for on a per each basis. The unit price paid per each curb inlet, shall include the cost of pre-cast concrete sections and doing all work required

and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefor.

1.19 FINISHES

Finish surfaces to true planes within a tolerance of ¼-inch in 10 feet as determined by a 10-foot long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Re-float surface to a uniform granular texture. Finish with a medium to fine textured broom finish perpendicular to line of traffic to provide a uniform fine line texture finish. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

1.20 DRAINAGE

Provide a smooth transition between existing adjacent grades and new grades. Flow line of gutter shall conform to current drainage flow to prevent pooling and eliminate low spots.

1.21 DEBRIS AT STORM DRAINS

Contractor shall take all measures to prevent dirt, debris and obstructions of any kind from entering storm lines, catch basins and appurtenant drainage structures. If debris infiltrates, Contractor shall be responsible for removal of all debris that enters the storm drain system from construction activity.

1.22 DUST CONTROL

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside of the right-of-way. Full compensation for all such dust control shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

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STANDARD DETAILS AND ATTACHMENTS

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STANDARD DETAILS AND ATTACHMENTS

STANDARD DETAILS

The following City Standard Details and Caltrans Standard Details are part of these Technical Requirements:

Attachment #	Description	Detail #
Attachment 1	Sidewalk Installation	Detail ST-001
Attachment 2	Sidewalk Replacement	Detail ST-002
Attachment 3	Curb and Gutter	Detail STS-09
Attachment 4	Root Barrier	See "Sidewalk Installation"
Attachment 5	Curb Inlet – Type 1	-
Attachment 6	Commercial Driveway	Detail ST-025
Attachment 7	Curb Ramps	Caltrans A88A dated 2018*

*Latest Caltrans Standard. Contractor is responsible for utilizing the latest Caltrans Standard A88A plan at date of construction.

* END OF DOCUMENT *

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DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Oz Jimenez, Recreation Coordinator

SUBJECT: AGREEMENTS FOR CONTRIBUTIONS BY SPORTS GROUPS
TOWARDS CAPITAL COSTS ASSOCIATED WITH
CONVERSION OF SEA CLOUD SPORTS FIELDS S1, S2, AND
B1 TO SYNTHETIC TURF

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into agreements with and collect funds toward the cost of conversion of Sea Cloud Sports Fields S1, S2, and B1 to Synthetic Turf from Foster City Youth Softball Association (FCYSA) totaling \$5,000 over four (4) years and Foster City Tournament Baseball (FCTB) totaling \$20,000 over six (6) years.

EXECUTIVE SUMMARY

On September 8, 2020, City Council approved a resolution authorizing the City Manager to enter into agreements with and collect funds from American Youth Soccer Organization and Adult Soccer League (FCAYSO), Peninsula Youth Soccer Club (PYSC), FCYSA, and FCTB for contributions totaling \$495,000 over ten (10) years toward the cost of conversion of Sea Cloud Sports Fields S1, S2, and B1 to Synthetic Turf. Donor groups receive priority scheduling of the fields and a reduced \$10 per hour facility room rental fee in the Master Fees and Service Charges Schedule. FCAYSO and PYSC signed their respective agreements. FCYSA is requesting a revised agreement since the original agreement's contribution amount was listed incorrectly. FCTB is

also requesting a revised agreement due to funding concerns brought about by the COVID-19 pandemic which was agreed upon with staff prior to the agreement going to City Council.

BACKGROUND

On September 8, 2020, City Council approved a resolution authorizing the City Manager to enter into agreements with and collect funds from FCAYSO, PYSC, FCYSA, and FCTB for contributions totaling \$495,000 over ten (10) years toward the cost of conversion of Sea Cloud Sports Fields S1, S2, and B1 to Synthetic Turf. FCAYSO and PYSC signed their respective agreements. FCYSA and FCTB did not sign but requested revised agreements since the agreements brought forward were not the actual final agreements that had been negotiated with staff.

Foster City Youth Softball Association (FCYSA)

Prior to going to City Council in 2020, staff and FCYSA had come to an agreement on a \$5,000 contribution. Unfortunately, when the agreement went to City Council, staff had inadvertently excluded certain changes to the agreement. Once the agreement was emailed to FCYSA via DocuSign, FCYSA did not sign due to the incorrect contribution amount being listed. FCYSA reached back out to staff to make the corrections in order to formally sign the agreement. The revised agreement for FCYSA's would reduce their financial obligation from \$25,000 to \$5,000. FCYSA uses the turf fields the least amount of time compared to all the other regular user youth sports groups.

Foster City Tournament Baseball (FCTB)

As FCTB received the DocuSign email, they also noticed that a contingency clause they negotiated with staff was missing and reached out to staff asking for the corrections to the agreement to sign and begin making their contributions as originally agreed upon.

After not being able to offer their annual summer tournaments on Memorial Day Weekend and Fourth of July in 2020, FCTB requested that a stipulation be added to the agreement allowing FCTB to extend their contribution to the following year should the summer tournament be cancelled in any one year. The agreement amount for FCTB would remain the same \$20,000 from the original contract City Council approved on September 8, 2020.

REVISED Sports Group Contribution to Synthetic Conversion Summary

Organization	FY 2021-2022 Initial Contribution	Annual Contribution Starting FY 2021-2022	Final Year	Maximum Total Contribution
FCYSA	\$2,000	\$1,000	\$1,000	\$5,000
FCTB	\$3,000	\$3,000	\$2,000	\$20,000
Total Contribution	\$5,000	\$4,000	-	\$25,000

ANALYSIS

The installation of synthetic turf at these fields has increased the length of the playing season, as it provides for a consistent, durable, year-round playing surface regardless of weather. This allows for groups to host larger-scale soccer and baseball tournaments, which could result in a direct benefit to Foster City businesses. When not in use by the sports groups, the fields are available for use by residents or outside groups on a reservation basis.

FISCAL IMPACT

The anticipated revenue from the two sports groups totals \$5,000 from FCYSA over four (4) years and \$20,000 from FCTB over six (6) years.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item aligns with the City Council's Facilities and Infrastructure priority area: *Maintain a standard of excellence with regards to infrastructure, including streets, lagoon, levee, parks, water supply system, wastewater system, storm water collection system, and City facilities to preserve and enhance quality of life for future generations.* Maintaining the sports fields with the assistance of funds from the youth sports organizations ensures the continued quality of the fields and longer usage throughout the year.

Attachments:

- Attachment 1 – Resolution

- Attachment 2 – Agreement with Foster City Youth Softball Association
- Attachment 3 – Agreement with Foster City Tournament Baseball
- Attachment 4 – September 8, 2020, Staff Report, Resolution and Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH AND COLLECT FUNDS TOWARD THE COST OF CONVERSION OF SEA CLOUD SPORTS FIELDS S1, S2 AND B1 TO SYNTHETIC TURF FROM FOSTER CITY YOUTH SOFTBALL ASSOCIATION (FCYSA) TOTALING \$5,000 OVER FOUR (4) YEARS AND FOSTER CITY TOURNAMENT BASEBALL (FCTB) TOTALING \$20,000 OVER SIX (6) YEARS.

CITY OF FOSTER CITY

WHEREAS, the City of Foster City owns and operates Sea Cloud Park, which was improved with playing fields used by residents and youth sports organizations; and

WHEREAS, Foster City sports groups requested that City consider converting Sea Cloud Park playing fields S1, S2, and B6, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments; and

WHEREAS, City agreed that conversion of Sea Cloud Fields to synthetic turf was desirable to provide year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage; and

WHEREAS, in recognition of their substantial use of Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Fields to synthetic turf fields, Foster City based sports groups agreed to cumulatively contribute \$475,000 over ten years to reimburse the City for a portion of the costs to convert the Sea Cloud Fields; and

WHEREAS, in reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960; the sports groups' commitment to contribute funds to the Project was a material inducement to the City to undertake the Project; and, but for their agreement to contribute such funds, City would not have undertaken the Project; and

WHEREAS, the local sports groups and City desire to enter into agreements to set forth terms and conditions regarding the local sports groups' contributions to partially reimburse the City for Project costs; and

WHEREAS, the City Council previously approved agreements with these groups, but two of the agreements needed to be revised prior to signing and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the City Manager to enter into agreements with and collect funds toward the cost of conversion of sea cloud sports fields S1, S2, and B1 to synthetic turf from Foster City Youth Softball Association (FCYSA) totaling \$5,000 over four (4) years and Foster City Tournament Baseball (FCTB) totaling \$20,000 over six (6) years.

Organization	Total Contribution
Foster City Youth Softball Association	\$5,000
Foster City Tournament Baseball	\$20,000

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of March 21, 2022, between the City of Foster City ("City"), a California municipal corporation, and Foster City Youth Softball Association, a tax-exempt not for profit sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.

4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.

5. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Foster City

Attn: Oz Jimenez, Recreation Coordinator
650 Shell Boulevard
Foster City, CA 94404
ojimenez@fostercity.org

To: Foster City Youth Softball Assoc.

Attn: Anthony Kong or Club Treasurer
PO Box 42111
Foster City, CA 94404
antkong@gmail.com

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

FOSTER CITY YOUTH SOFTBALL ASSOCIATION

Kevin Miller, Interim City Manager

Anthony Kong

ATTEST:

Priscilla Schaus, City Clerk

APPROVED AS TO FORM:

Benjamin Stock, City Attorney

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: Foster City Youth Softball Association

Total Donation Amount Under this Agreement: \$5,000

□ □ □ □ □

Initial contribution Amount: \$2,000

Initial Contribution Due Date: April 1, 2022

Subsequent Annual Contribution Amount(s): \$1,000

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2023

Final Contribution Amount: \$1,000

Final Contribution Due Date: March 1, 2025

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of March 21, 2022, between the City of Foster City ("City"), a California municipal corporation, and Foster City Tournament Baseball, a tax-exempt not for profit youth sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.
4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.
5. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Foster City
Attn: Oz Jimenez, Recreation Coordinator
650 Shell Boulevard
Foster City, CA 94404
ojimenez@fostercity.org

To: Foster City Tournament Baseball
Attn: Rick Kelly, President
1659 Beach Park Boulevard
Foster City, CA 94404
rickkelly@fctb.org

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

FOSTER CITY TOURNAMENT BASEBALL

Kevin Miller, Interim City Manager

Rick Kelly, FCTB President

ATTEST:

Priscilla Schaus, City Clerk

APPROVED AS TO FORM:

Benjamin Stock, City Attorney

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: Foster City Tournament Baseball

Total Donation Amount Under this Agreement: \$20,000

□ □ □ □ □

Initial contribution Amount: \$3,000

Initial Contribution Due Date: April 1, 2022

Subsequent Annual Contribution Amount(s): \$3,000

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2023

Final Contribution Amount: \$2,000

Final Contribution Due Date: March 1, 2028

The FCTB contribution schedule identified above is predicated on whether FCTB can hold summer tournaments. If the summer tournaments are cancelled by the City due to health and safety concerns relating to COVID-19 or other unforeseen natural disasters, FCTB would be unable to meet their commitment to payment of the contribution schedule. Should cancellation of a summer tournament by City occur in any one year during the contribution schedule, City staff, in its sole discretion, will extend the contribution schedule and Final Contribution Date as necessary to accommodate any cancellations of FCTB tournaments.



DATE: September 8, 2020

TO: Mayor and Members of the City Council

VIA: Dante Hall, Interim City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: AGREEMENTS FOR CONTRIBUTIONS BY SPORTS GROUPS
TOWARD CAPITAL COSTS ASSOCIATED WITH CONVERSION OF
SEA CLOUD SPORTS FIELDS S1, S2 AND B1 TO SYNTHETIC TURF

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into agreements with and collect funds from American Youth Soccer Organization and Adult Soccer League (FCAYSO), Peninsula Youth Soccer Club (PYSC), Foster City Youth Softball Association (FCYSA), and Foster City Tournament Baseball (FCTB) for contributions totaling \$495,000 over ten (10) years toward the cost of conversion of Sea Cloud Sports Fields S1, S2 and B1 to Synthetic Turf.

EXECUTIVE SUMMARY

Foster City Youth Sports groups approached the City to offer an arrangement under which the sports groups would contribute financially toward the conversion of Sea Cloud Sports Fields S1, S2 and B1 from natural to synthetic turf. The City reopened the park in September 2019 and the Notice of Completion was issued in March, 2020 with a total cost of \$3,311,960.

In addition to the benefits of using excellent quality fields, donor groups will receive priority scheduling of the fields and a reduced \$10 per hour facility room rental fee in the Master Fees and Service Charges Schedule.

BACKGROUND

The Foster City Youth Sports groups approached the City to offer an arrangement under which the sports groups would contribute financially to the conversion of fields from natural turf to synthetic turf. The proposal characterized the benefits of the project as better, year-round playing surfaces for the sports organizations, reduced maintenance time and costs for the City and quality fields for community use during the off-season.

Foster City's youth sports organizations are active and growing. Under normal conditions (when not operating under Shelter in Place health orders) FCAYSO has enrollment of approximately 1,300 children playing from August to December and January to May. PYSC has an enrollment of approximately 500 children. Foster City Adult Soccer League has an enrollment of approximately 50.

The City Council approved issuing a call For Bids for Synthetic Turf Installation at Sea Cloud Park (CIP 301-659) in April 2018. The project was substantially complete on August 16, 2019 and achieved final completion on September 6, 2019. The site was opened for routine park activities on September 9, 2019. The Notice of Completion was issued on March 16, 2020.

ANALYSIS

The installation of synthetic turf at these fields has not increased the length of the playing season, but does provide for a consistent, durable, year-round playing surface regardless of weather that allows for groups to host larger-scale soccer and baseball tournaments, which could result in a direct benefit to Foster City businesses. When not in use by the sports groups, the fields are available for use by residents or outside groups on a reservation basis.

The total final cost to convert these fields from natural grass to synthetic turf was \$3,311,960. The sports groups proposed to make annual payments to the City in recognition of the field conversion at the agreed-upon amounts as summarized in Table 1, for a total contribution of \$495,000 over ten (10) years, which is approximately 15% of the total project cost. The timing of commitments was adjusted in consideration of the fiscal impacts of the Covid-19 pandemic to sports groups.

Table 1: Sports Group Contribution to Synthetic Conversion Summary

Organization	FY 2020-2021 Initial Contribution	Annual Contribution Starting FY 2021-2022	Maximum Total Contribution
American Youth Soccer Association (Youth and Adult)	\$200,000	\$20,000	\$350,000
Peninsula Youth Soccer Club	\$10,000	\$11,250	\$100,000
Foster City Youth Softball Association	\$0	\$5,000	\$25,000
Foster City Tournament Baseball	\$0	\$3,000	\$20,000
TOTAL CONTRIBUTION (All Groups)			\$495,000

In addition to the benefits of using of excellent quality fields, donor groups will receive priority scheduling of the fields and a reduced \$10 per hour facility room rental fee as adopted in the Master Fees and Service Charges Schedule.

Foster City Little League was among the groups that originally approached the City about contributing financially to the conversion of the field. In addition to COVID-19 financial impacts, Foster City Little League has also been the victim of illegal embezzlement of funds by its former treasurer, who recently has been charged with six felonies for allegedly embezzling nearly \$105,000 over three years. While the City continues to work with Little League to refine their financial commitment, Foster City Little League was not in a position to make a commitment within the timeframe of this staff report. Their agreement will be brought as a separate item if/when a renewed financial commitment is made.

FISCAL IMPACT

The anticipated revenue from four agreements totals \$495,000 over ten (10) years.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Agreement with American Youth Soccer Organization (Youth and Adult)
- Attachment 3 – Agreement with Peninsula Youth Soccer Club
- Attachment 4 – Agreement with Foster City Youth Softball Association
- Attachment 5 – Agreement with Foster City Tournament Baseball

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH AND COLLECT FUNDS OVER THE NEXT TEN (10) YEARS FROM LOCAL SPORTS GROUPS, WHICH SHALL BE DEPOSITED INTO THE CAPITAL IMPROVEMENT FUND TO REIMBURSE THE COST FOR SYNTHETIC TURF FIELD CONVERSION PROJECT (CIP 301-659) AT SEA CLOUD PARK

CITY OF FOSTER CITY

WHEREAS, the City of Foster City owns and operates Sea Cloud Park, which was improved with playing fields used by residents and youth sports organizations; and

WHEREAS, Foster City sports groups requested that City consider converting Sea Cloud Park playing fields S1, S2, and B6, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments; and

WHEREAS, City agreed that conversion of Sea Cloud Fields to synthetic turf was desirable to provide year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage; and

WHEREAS, in recognition of their substantial use of Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Fields to synthetic turf fields, Foster City based sports groups agreed to cumulatively contribute \$495,000 over ten years to reimburse the City for a portion of the costs to convert the Sea Cloud Fields; and

WHEREAS, in reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960; the sports groups' commitment to contribute funds to the Project was a material inducement to the City to undertake the Project; and, but for their agreement to contribute such funds, City would not have undertaken the Project; and

WHEREAS, the local sports groups and City desire to enter into agreements to set forth terms and conditions regarding the local sports groups' contributions to partially reimburse the City for Project costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the City Manager to sign agreements with and collect funds over the next ten (10) years from the following local sports groups in the following amounts, and hereby directs the Finance Department to deposit those funds into the City Capital Improvement Fund 301 to reimburse the cost for CIP 301-659.

Organization	Total Contribution
American Youth Soccer Organization (Youth and Adult)	\$350,000
Peninsula Youth Soccer Club	\$100,000
Foster City Youth Softball Association	\$25,000
Foster City Tournament Baseball	\$20,000

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 8th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CATHERINE MAHANPOUR, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD
CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of _____, 2020, between the City of Foster City ("City"), a California municipal corporation, and American Youth Soccer Organization, a tax-exempt not for profit sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.
4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.
5. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Foster City

Attn: Jennifer L. Liu, Parks and Recreation Director
650 Shell Boulevard
Foster City, CA 94404
jliu@fostercity.org

To: American Youth Soccer Org.

Attn: Emil Picchi or Club Treasurer
379 Shad Court
Foster City, CA 94404

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

AMERICAN YOUTH SOCCER ORGANIZATION

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: American Youth Soccer Organization – Youth and Adult Leagues

Total Donation Amount Under this Agreement: \$350,000

❧ ❧ ❧ ❧ ❧

Initial contribution Amount: \$200,000

Initial Contribution Due Date: September 30, 2020

Subsequent Annual Contribution Amount(s): Net proceeds from annual fundraising event up to \$20,000.00 annually

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2022

Final Contribution Amount: Balance remaining to achieve total contribution of \$350,000

Final Contribution Due Date: March 1, 2030

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD
CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of _____, 2020, between the City of Foster City ("City"), a California municipal corporation, and Peninsula Youth Soccer Club, a tax-exempt not for profit sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.
4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.
5. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Foster City

Attn: Jennifer L. Liu, Parks and Recreation Director
650 Shell Boulevard
Foster City, CA 94404
jliu@fostercity.org

To: Peninsula Youth Soccer Club

Attn: Eric Quan or Club Treasurer
PO Box 4243
Foster City, CA 94404
Treasurer@peninsula-soccer.org

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

PENINSULA YOUTH SOCCER CLUB

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: Peninsula Youth Soccer Club

Total Donation Amount Under this Agreement: \$100,000

❧ ❧ ❧ ❧ ❧

Initial contribution Amount: \$10,000

Initial Contribution Due Date: September 30, 2020

Subsequent Annual Contribution Amount(s): \$11,250

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2022

Final Contribution Amount: \$11,250

Final Contribution Due Date: March 1, 2029

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD
CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of _____, 2020, between the City of Foster City ("City"), a California municipal corporation, and Foster City Youth Softball Association, a tax-exempt not for profit sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.
4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.
5. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Foster City

Attn: Jennifer L. Liu, Parks and Recreation Director
650 Shell Boulevard
Foster City, CA 94404
jliu@fostercity.org

To: Foster City Youth Softball Assoc.

Attn: Anthony Kong or Club Treasurer
PO Box 42111
Foster City, CA 94404

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

FOSTER CITY YOUTH SOFTBALL ASSOCIATION

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: Foster City Youth Softball Association

Total Donation Amount Under this Agreement: \$25,000

❧ ❧ ❧ ❧ ❧

Initial contribution Amount: \$5,000

Initial Contribution Due Date: March 1, 2022

Subsequent Annual Contribution Amount(s): \$5,000

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2023

Final Contribution Amount: \$5,000

Final Contribution Due Date: March 1, 2026

AGREEMENT TO CONTRIBUTE FUNDS TO THE SYNTHETIC TURF FIELD
CONVERSION PROJECT AT SEA CLOUD PARK

This Agreement to Contribute Funds to the Synthetic Turf Field Conversion Project at Sea Cloud Park ("Agreement") is made as of _____, 2020, between the City of Foster City ("City"), a California municipal corporation, and Foster City Tournament Baseball, a tax-exempt not for profit youth sports organization, herein after known as DONOR.

RECITALS

- A. City owns and operates Sea Cloud Park, which among other things, was improved with grass and turf playing fields used by residents and youth sports organizations for baseball and soccer.
- B. DONOR provides community sports programs at Sea Cloud Park in Foster City and expects its enrollment to continue to grow.
- C. DONOR is a member of a group of youth sports organizations that requested that City consider converting Sea Cloud Park playing fields S1, S2, and B1, ("Sea Cloud Fields") from grass fields to synthetic turf fields in order to increase the playing season and enhance their ability to host large scale tournaments.
- D. City agreed that conversion of the Sea Cloud Park Fields to synthetic turf was desirable to provide its residents and youth sports teams year-round access to playing fields, attract large scale tournaments which benefit local business, and to minimize maintenance costs and water usage.
- E. In recognition of their substantial use of the Sea Cloud Fields and the benefits they will receive from conversion of the Sea Cloud Park Fields to synthetic turf fields, DONOR agreed to contribute funds to reimburse the City for a portion of the costs to convert the Sea Cloud Fields to synthetic turf ("Project") in an amount and on a schedule as enumerated in Exhibit A.
- F. In reliance upon this funding commitment, City planned, designed, and constructed the Project at a cost of \$3,311,960. DONOR's agreement to contribute funds to the Project was a material inducement to the City to undertake the Project and but for DONOR's agreement to contribute such funds City would not have undertaken the Project.
- G. DONOR and City desire to enter this Agreement to set forth terms and conditions regarding City's undertaking of the Project and DONOR's contributions to partially reimburse the City for Project costs.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and conditions set forth in this Agreement, DONOR and City agree as follows:

AGREEMENT

1. **DONOR OBLIGATIONS.**

- a. In consideration of City's agreement to undertake the Project and to indemnify DONOR against any claims based on the design or construction of the Project, DONOR agrees to contribute in an amount and on a timeline as enumerated in Exhibit A, to City to reimburse the City for Project design, administration and construction costs, whether such costs are incurred prior to or subsequent to the date of this Agreement.
- b. DONOR understands and agrees that its agreement to contribute funds to the City to reimburse it for a portion of the Project costs was a material inducement for the City to undertake the Project and but for DONOR's agreement, City would not have carried out the Project.

2. **CITY RIGHTS AND OBLIGATIONS.**

City designed and constructed the Project, converting Sea Cloud Park playing fields designated as S1, S2, and B1, from grass fields to synthetic turf fields in 2019.

3. **INDEMNIFICATION OF DONOR.** If DONOR makes the Initial Contribution and Annual Contributions specified in section 1, then City shall defend, indemnify and hold DONOR harmless from and against any and all claims, liabilities, costs or expenses for any damage due to death or injury to any person, injury to any property, or any other damage to the extent arising from or relating to the design or construction of the Project.
4. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party and shall be entitled to exercise all rights and seek all remedies granted by law, including specific performance.
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To: City of Foster City

Attn: Jennifer L. Liu, Parks and Recreation Director
650 Shell Boulevard
Foster City, CA 94404
jliu@fostercity.org

To: Foster City Tournament Baseball

Attn: T.J. Consunji or Club Treasurer
1659 Beach Park Boulevard
Foster City, CA 94404

6. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
7. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
8. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
10. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the DONOR's obligations be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.
11. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **MUTUAL DRAFTING.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party acknowledges that it has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that any uncertainty herein is the fault of both of the parties and, therefore, California Civil Code section 1654 or any comparable statute is not applicable to the Agreement's interpretation.

14. **THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

15. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein.

16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of DONOR and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and DONOR agree to the full performance of the terms set forth herein.

“CITY”

CITY OF FOSTER CITY

“DONOR”

FOSTER CITY TOURNAMENT BASEBALL

EXHIBIT A
AMOUNT AND SCHEDULE FOR CONTRIBUTIONS

Organization: Foster City Tournament Baseball

Total Donation Amount Under this Agreement: \$20,000

❧ ❧ ❧ ❧ ❧

Initial contribution Amount: \$3,000

Initial Contribution Due Date: March 1, 2022

Subsequent Annual Contribution Amount(s): \$3,000

Subsequent Annual Contribution Due on or before March 1 of each year, commencing on March 1, 2023

Final Contribution Amount: \$2,000

Final Contribution Due Date: March 1, 2028



DATE: March 21, 2022

TO: Mayor and Members of the City Council

FROM: Kevin Miller, Interim City Manager
Tiffany Oren, Recreation Manager

SUBJECT: REQUEST FOR PROPOSALS FOR TRACKLESS TRAIN
CONCESSION AT LEO J. RYAN PARK FROM JUNE 1, 2022
THROUGH DECEMBER 31, 2024, WITH OPTIONAL
EXTENSIONS THROUGH DECEMBER 31, 2026

RECOMMENDATION

It is recommended that City Council adopt the attached resolution approving the issuance of a Request for Proposals (RFP) for a Trackless Train Concession at Leo J. Ryan Park from June 1, 2022 through December 31, 2024, with optional extensions through December 31, 2026.

EXECUTIVE SUMMARY

Concession agreements allow private and/or non-profit agencies to provide amenities in addition to those provided directly by the City. Specifically, this concession service would offer the community a trackless train amusement ride along a designated route in Leo J. Ryan Park.

Because the City had no previous experience with an amusement-type ride in Leo J. Ryan Park, the City Council approved a three (3) month pilot program during the summer of 2021 with Kiddos Chu Chu in order to provide an opportunity for program evaluation. Based upon this evaluation, both the City and the pilot program vendor believe that a program of this nature may be successful on an on-going basis.

Since concession agreements grant the right to engage in revenue-

generating activities in City parks, it is important that opportunities be open to all interested applicants to ensure access to all businesses and that the best selection for the Foster City community be made from among the available array of vendors. The RFP (Attachment 2) outlines the terms under which the City requires that the Trackless Train Concession at Leo J. Ryan Park be operated, and provides the process by which interested vendors can provide proposals.

BACKGROUND

The Parks and Recreation Department is dedicated to facilitating maximum access to the park system through a variety of services and activities. One way to increase public access is through concession agreements in which private and non-profit agencies are granted exclusive access to provide amenities that the City is unable to efficiently and effectively provide with its existing resources. Secondly, fees are charged for the right to provide exclusive services on City park property, which serves as a revenue source for the City.

In October 2020, the Parks and Recreation Department received a request from Cesar Aguilar, owner and operator of Kiddos Chu Chu, to consider an amusement train ride concession for children at Leo J. Ryan Memorial Park. After the program proposal was reviewed by City Staff, Interdepartmental Evaluation Committee (IDEC), and the Parks and Recreation Committee, it was recommended by staff and approved by the City Council to move forward with a three (3) month pilot program during the summer of 2021. Upon the completion of the pilot period, City staff planned to evaluate the program and, if successful, bring to the City Council a recommendation to issue a Request for Proposals for a permanent amusement train concession for Leo J. Ryan Park.

ANALYSIS

Based upon the popularity of the concession, staff recommends that City Council authorize issuing a Trackless Train Concession RFP for vendors who wish to provide the on-going service. Attachment 2 contains the proposed language, which includes a 31 month initial term from June 1, 2022 through December 31, 2024, which will align the service with the calendar year. Two (2) optional one-year extensions through December 31, 2026 are also included, which would be approved by the City Manager. The alignment with the calendar year means that contract extensions or renewals can be

undertaken during the winter “off-season” since the train concession would run from spring through the Fall season.

The RFP seeks a vendor to provide similar services to those provided during the June-September 2021 pilot program period.

Based on the proposed timeline, an agreement is anticipated to be brought to the City Council for approval in May 2022.

FISCAL IMPACT

There is no significant cost associated with issuing the RFP. The projected revenue to the City from Trackless Train Concession, as well as any potential costs to the City to host the concession, will be included in the Fiscal Impact when the concession agreement is brought to City Council for approval.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Taking this action is consistent with the City Council’s “Improved Community Engagement” Value/Priority Area by encouraging resident engagement with the City through utilizing the parks system. It is consistent with the City Council’s “Operational Excellence” Value/Priority Area in offering an exceptional service to the community through a concession that could not be provided in-house.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Request for Proposals

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING
ISSUANCE OF A REQUEST FOR PROPOSALS FOR TRACKLESS TRAIN CONCESSION
AT LEO RYAN PARK FROM JUNE 1, 2022, THROUGH DECEMBER 31, 2024, WITH
OPTIONAL EXTENSIONS THROUGH DECEMBER 31, 2026

CITY OF FOSTER CITY

WHEREAS, the City wishes to highlight the park system as an amenity for
residents and visitors to Foster City; and

WHEREAS, a trackless train ride concession operated successfully for
approximately three months as a trial program during June-September 2021; and

WHEREAS, a contract agreement beginning June 1, 2022 and ending December
31, 2024 would provide the community a trackless train amusement ride along a
designated route in Leo Ryan Park; and

WHEREAS, because of the exclusive nature of the concession, it is important to open
it periodically to allow organizations the opportunity to submit proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FOSTER CITY that the City Council of the City of Foster City does hereby authorize the
issuance of a Request for Proposals (RFP) for a Trackless Train Ride Concession at Leo
Ryan Park from June 1, 2022 and ending December 31, 2024, with optional extensions
through December 2026.

PASSED AND ADOPTED as a Resolution of the City Council of the City of
Foster City at the regular meeting held on the 21st day of March 2022, by the following
vote:

AYES:

NOES:

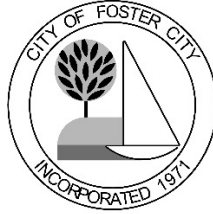
ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



Recreation Division
650 Shell Boulevard
Foster City, CA 94404

March 22, 2022

SUBJECT: Request for Proposals – Trackless Train Ride Operation at Leo Ryan Park

Dear Contractor,

You are invited to submit a proposal to provide a trackless train ride operation at the City of Foster City as outlined and delineated on the enclosed Scope of Services. Proposals are due to the Recreation Center, 650 Shell Boulevard, Foster City, CA 94404, **before 4:00 PM on Tuesday, April 12, 2022.**

CONTRACT

The concession agreement grants exclusive right to operate a trackless train ride attraction to the general public in Leo Ryan Park during the contract term. The proposed contract period shall be from June 1, 2022, through December 31, 2024, with optional extensions through December 31, 2026.

The successful proposer will be required to enter into and abide by the terms of the City's Concession Agreement for Trackless Train Ride Operation at Leo Ryan Park including all insurance requirements. A draft of this document is included as an attachment to the Request for Proposals.

PROPOSALS

Each proposer must submit two (2) hard copies of the completed Proposer Response Form. Proposers may optionally submit an additional cover letter of up to one page with supplementary information relevant to their proposal. Proposals shall include acknowledgement of the background check requirement.

Proposals will be evaluated based on the information outlined in this Request for Proposals. Financial terms alone will not be the sole determining factor in the selection of the concessionaire. The City will evaluate qualifications and references and may conduct interviews with the proposers to provide an opportunity for proposers to demonstrate their qualifications for the proposed services.

From these processes, the City will select a concessionaire and negotiate final terms. The terms in the Request for Proposals with modifications based on Proposer's submittal, will be incorporated into the exhibits of the final agreement with the successful proposer.

The concessionaire must be ready to execute an Agreement for **Trackless Train Ride Operation at Leo Ryan Park** within ten (10) days of award of the contract and be ready to begin providing service on June 1,

2022.

REQUESTS FOR ADDITIONAL INFORMATION

The City reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The City may require a proposer's representative to answer questions during the evaluation process with regard to the proposal. Failure of a proposer to demonstrate that the claims made in its proposal are accurate may be sufficient cause for deeming a proposal non-responsive.

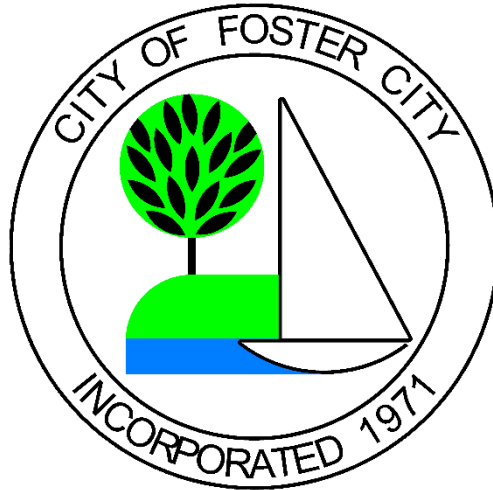
Sincerely,

Tiffany Oren
Recreation Manager

Enclosures:

- (1) Request for Proposals
- (2) Concession Agreement for Trackless Train Ride Operation at Leo Ryan Park (draft)
- (3) Proposer Response Form

COUNTY OF SAN MATEO, CALIFORNIA



RECREATION DIVISION

Request for Proposals:

TRACKLESS TRAIN RIDE OPERATION AT LEO RYAN PARK

Bids Due:

April 12, 2022 before 4pm

650 Shell Boulevard, Foster City

**CITY OF FOSTER CITY
REQUEST FOR PROPOSAL
TRACKLESS TRAIN RIDE OPERATION AT LEO RYAN PARK**

The City is seeking proposals for a vendor to operate a trackless train ride ("CONCESSIONAIRE") pursuant to a concession agreement that shall be awarded by the City Council to one vendor. The concession agreement grants exclusive right to operate a trackless train ride attraction to the general public in Leo Ryan Park during the contract term. A draft concession agreement is attached to this Request for Proposal. The City reserves the right to amend or modify the draft concession agreement prior to award. Nothing herein shall obligate the City to award the concession agreement and the City reserves the right to withdraw the Request for Proposal or to not award the concession agreement to any CONCESSIONAIRE.

1. Deliverables:

- a. Location and Equipment. The CONCESSIONAIRE would operate a trackless train ride concession at the area, Leo Ryan Park, (the "premises") designated by City. CONCESSIONAIRE shall provide all materials and equipment necessary to operate the concession at the premises. CONCESSIONAIRE may also offer other amenities including food and novelty items for sale. The proposal should include a description of the materials and equipment proposed to be utilized and any other amenities proposed to be offered by the CONCESSIONAIRE.

2. Scope of Services:

- a. Purpose; Days and Hours; Operation. The premises shall be used by CONCESSIONAIRE only for the purpose of train ride concession to the general public. The Leo Ryan Park concession shall be operated from 12:00 PM to 8:00 PM on Fridays and 10:00 AM to 8:00 PM on Saturdays and Sundays during the months of June through October. CONCESSIONAIRE may close operations during adverse weather or other adverse operating conditions. CONCESSIONAIRE will vacate the premises when requested by the CITY for specific community events or for required maintenance as determined by the CITY. CONCESSIONAIRE must receive advance authorization from the CITY if the train ride concession needs to operate outside of the scheduled times.

No alcoholic beverage (including beer and wine) or goods, merchandise or material that are in any way explosive or hazardous shall be sold, kept or stored on the premises. No offensive or dangerous activity shall be carried on or permitted on the premises.

Additional Requirements. Concession shall be operated under the following additional conditions:

- Garbage Disposal: It is illegal to dispose of any garbage in Foster City's lagoon. An enclosed receptacle for trash is required to be at the on/off-loading area at a minimum. CONCESSIONAIRE will be ultimately responsible for proper disposal of recyclable and non-recyclable items. If the CONCESSIONAIRE sells or serves food, it shall provide a separate container and keep contents separate from garbage and provide signage indicating the proper disposal of organic materials.
 - Passenger Loading and Unloading: Passengers may embark and disembark only at such areas as are designated by CITY within Leo Ryan Park.
 - License: The driver of the trackless train must be at least 21 years old and must maintain a valid CLASS C drivers license.
 - Safety: CONCESSIONAIRE will adhere to the highest safety standards to ensure that train passengers of all ages remain safely inside the vehicle and that park users are not endangered in any way.
 - Emergency Communication: CONCESSIONAIRE must have a cell phone or other communications device available at all times in case of emergency and know how to reach emergency services.
- b. Signs. CONCESSIONAIRE shall supply CITY with copies of all promotional materials at least ten days prior to use thereof for its reasonable approval. CITY reserves the right to approve or deny all signs proposed to be placed on the premises.
- c. Parking. CONCESSIONAIRE shall park vehicles in areas designated by the City/District. Employees and customers shall be directed by CONCESSIONAIRE to park in designated legal parking spaces. All regulations governing controlled parking spaces and fire lanes shall be observed. The train must be stored off-site or in designated parking area when not in use.
- d. Condition of Premises. CONCESSIONAIRE agrees to accept City premises and any improvements thereon in the existing condition, "as-is." City/District shall not be obligated to make any alterations, additions, improvements or repairs.
- e. Personnel. CONCESSIONAIRE shall keep the City/District advised, in writing, of the names, mailing addresses, and phone number of all CONCESSIONAIRE employees engaged in operating the concession at the premises. All employees shall be at least 16 years of age and fully trained and qualified, to perform duties assigned to them. They shall be recognizable as employees of the CONCESSIONAIRE. Concession employees shall comply with any and all background check requirements imposed by CITY. CITY reserves the right to modify requirements throughout the contracted term.

3. Term of Concession Agreement:

- a. Term. The term of the Agreement that would be awarded would commence June 1, 2022, and expire on December 31, 2024.
- b. Term Extensions. The contract term may be renewed at the CITY's sole option for up to two (2) one-year (12 months) increments. Within six (6) months of the expiration of the current term of the agreement, but not less than two (2) months before the expiration, CITY may exercise its option to extend the term, should an option remain, by notifying the CONCESSIONAIRE in writing.

4. Fees and Payment Milestones:

- a. Percentage Concession Fees. CONCESSIONAIRE shall pay the CITY, without demand, the agreed upon percentage concession fee of CONCESSIONAIRE's gross receipts (as hereinafter defined) at the end of each season. Response to RFP should identify proposed percentage.

Gross Receipts. The Term "gross receipts" as used herein is the total amount of fees for service performed at the premises whether paid at the concession site or elsewhere, it being understood that sales on credit are to be included in gross receipts at the time of sale whether or not CONCESSIONAIRE actually receives payment. Any transaction shall be treated as a sale for the full price at the time such transaction was entered into irrespective of the time of payment. Gross sales shall not include the amount of any sales tax where such tax is stated separately, paid by CONCESSIONAIRE's customers and remitted directly to the taxing authorities by CONCESSIONAIRE.

- b. Project Payment Schedule. Before November 15th of each year, CONCESSIONAIRE shall furnish the CITY a Statement of Gross Receipts for the immediately preceding dates of June 1 to October 31 and CONCESSIONAIRE shall pay the CITY/DISTRICT, without demand, the agreed upon concession fee.

Attachments:

- Exhibit A – Draft Concession Agreement for Trackless Train Ride Operation at Leo Ryan Park

**CITY OF FOSTER CITY
PROPOSER RESPONSE FORM
TRACKLESS TRAIN RIDE OPERATION AT LEO RYAN PARK**

SECTION 1: Contact Information

Organization Name: _____
Contact Name: _____
Address: _____
Phone #: _____
Email: _____

SECTION 2: Addenda

I acknowledge receipt of the following addenda:

Addenda Number	Date

SECTION 3: Qualifications

Organization Experience, Qualifications, Reputation, Service Capabilities and Quality Related to Train Ride Amusement Operation at Leo Ryan Park: _____

Description of Team to Provide Train Operation Oversight

Name	Title/Role with Organization	Proposed Role with Operation

Proposed Approach/Philosophy Toward Provision of Train Ride Services at this Location: _____

SECTION 4: Conflict of Interest

- ☐ By checking this box, we confirm that this engagement will not result in a conflict of interest for the organization or any of the team members.

SECTION 5: Proposal

The Request for Proposals outlines proposed terms for the concession agreement. Please enumerate exceptions to or alternative terms that you would propose:

RFP Section	Accept RFP	Proposal Exceptions or Alternative Terms (add sheets if needed)
1a: Location and Equipment	<input type="checkbox"/>	
2a: Purpose, Days and Hours, Operation	<input type="checkbox"/>	
2b: Signs	<input type="checkbox"/>	
2c: Parking	<input type="checkbox"/>	
2d: Condition of Premises	<input type="checkbox"/>	
2e: Personnel	<input type="checkbox"/>	
2f: Quality of Service, Rates and Charges	<input type="checkbox"/>	
2g: Renewal of Agreement	<input type="checkbox"/>	
2h: Park Inspection and Maintenance	<input type="checkbox"/>	
3a: Term	<input type="checkbox"/>	
3b: Term Extensions	<input type="checkbox"/>	
4a: Gross Receipts	Insert amount not less than 10%	
4b: Records; Inspection	<input type="checkbox"/>	
4c: Project Payment Schedule	<input type="checkbox"/>	

RFP Section	Accept RFP	Proposal Exceptions or Alternative Terms (add sheets if needed)
5a: Purpose	<input type="checkbox"/>	
5b: Approval Process	<input type="checkbox"/>	
Exhibit A: Draft Concession Agreement	<input type="checkbox"/>	
Other Proposed Terms Not Contained in RFP	<input type="checkbox"/>	

SECTION 6: Submittal guidelines

Submit two (2) hard copies of this proposal form and optional additional one-page cover letter by **the due date listed on the RFP Cover Letter** to:

**Recreation Center
650 Shell Boulevard
Foster City, CA 94404**

Late proposals will not be considered.

By signing below I attest that the information contained in this proposal is true and correct.

SIGNATURE OF CONCESSIONAIRE AUTHORIZED TO SIGN AGREEMENTS

DATE

PRINT NAME AND TITLE

CONCESSIONS AGREEMENT
FOR
TRACKLESS TRAIN RIDE OPERATION AT LEO RYAN PARK

This Agreement is made and entered into as of the ____ day of _____, 2022 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONCESSIONAIRE".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY issued a Request for Proposals for a Trackless Train Concession at Leo Ryan Park from June 1, 2022, through December 31, 2024, with optional extensions through December 31, 2026; and
- B. That CONCESSIONAIRE responded to the Request for Proposals and has represented that it is qualified to operate the concession;
- C. That the CITY and CONCESSIONAIRE wish to enter into an agreement upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONCESSIONAIRE under this Agreement are 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 ("Services").

Performance of the work specified in said Exhibit A is hereby made an obligation of CONCESSIONAIRE 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 June 1, 2022 and shall expire upon December 31, 2024 unless the City Manager, in his or her sole discretion, extends the term of this Agreement for additional one year terms through December 31, 2026.
(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CONCESSIONAIRE shall compensate CITY in an amount fully described in Exhibit B attached hereto and by this reference incorporated herein.
4. Records. CONCESSIONAIRE shall keep and maintain accurate records of its gross receipts. Said records shall be available to CITY for review and copying during regular business hours at CONCESSIONAIRE's place of business or as otherwise agreed upon by the parties.
5. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
6. Relationship of Parties. It is understood that the relationship of CONCESSIONAIRE to the CITY is that of an independent contractor and all persons working for or under the direction of CONCESSIONAIRE are its agents or employees and not agents or employees of the CITY.
7. Schedule. CONCESSIONAIRE shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions or deviations from the schedule as needed to account for unavoidable circumstances; provided, however, that CONCESSIONAIRE obtains authorization from the CITY.
8. Indemnity. To the fullest extent allowed by law, CONCESSIONAIRE hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY 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 CONCESSIONAIRE, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONCESSIONAIRE 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 CONCESSIONAIRE to indemnify 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.

CONCESSIONAIRE'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.

9. Insurance. CONCESSIONAIRE shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to CONCESSIONAIRE's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONCESSIONAIRE's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONCESSIONAIRE 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

CONCESSIONAIRE shall agree to be bound to CONCESSIONAIRE and CITY in the same manner and to the same extent as CONCESSIONAIRE is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONCESSIONAIRE shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONCESSIONAIRE shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, CONCESSIONAIRE must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under CONCESSIONAIRE's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONCESSIONAIRE's insurance and not contributory with it. CONCESSIONAIRE and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONCESSIONAIRE/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONCESSIONAIRE and CITY in the same manner and to the same extent as CONCESSIONAIRE is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONCESSIONAIRE 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 CONCESSIONAIRE fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONCESSIONAIRE.

10. WORKERS' COMPENSATION. CONCESSIONAIRE 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 CONCESSIONAIRE certifies that it will comply with such provisions before commencing the performance of the work of this agreement.
11. NON-DISCRIMINATION. The CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

12. Notice. All notices required by this Agreement shall be given to the CITY and CONCESSIONAIRE in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Tiffany Oren, Recreation Manager

CONCESSIONAIRE: Name
Address
City, State, Zip
Attention: _____
Email Address: _____

13. Non-Assignment. This Agreement is not assignable either in whole or in part.
14. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
15. 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.
16. 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.
17. Compliance with the Law. CONCESSIONAIRE agrees to comply with all laws in providing the Services, including but not limited to, obtaining a Mechanical Amusement Permit pursuant to Foster City Municipal Code Chapter 5.64 and a City business license. This Agreement shall authorize the CONCESSIONAIRE to conduct sales for profit in a City park pursuant to Foster City Municipal Code section 12.36.010.

18. 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.
19. Entire Agreement. This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated:

Richa Awasthi, Mayor

ATTEST:

Dated:

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated:

Ben Stock, City Attorney

CONCESSIONAIRE

Dated:

Type Name & Title of CONCESSIONAIRE
Authorized to Sign

EXHIBIT A
SCOPE OF WORK and SCHEDULE
FOR
TRACKLESS TRAIN RIDE CONCESSION IN LEO J. RYAN PARK

Scope of Deliverables:

Scope of Services:

Project Schedule:

EXHIBIT B

CONCESSIONAIRE'S FEES and PAYMENT MILESTONES

Summary:

Project Payment Schedule:

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS

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 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)		Insurer	Policy No.
<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:** _____

Exhibit E
SPECIAL TERMS and CONDITIONS



DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Jennifer Phan, Interim Deputy City Manager
Edmund Suen, Finance Director
Louis Sun, Public Works Director

SUBJECT: RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678) – APPROPRIATION OF FUNDS IN THE AMOUNT OF \$36 MILLION FROM THE CAPITAL ASSET ACQUISITION AND REPLACEMENT FUND AND \$19 MILLION FROM THE GENERAL FUND RESERVES TO CITY CIP FUND 301 FOR CIP 301-678; AND INCREASE OF THE CIP 301-678 EXPENDITURE BUDGET BY \$55 MILLION

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing a transfer of \$36 million from the Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 million from General Fund 001 Reserves to City CIP Fund 301 for the Recreation Center Replacement Project (CIP 301-678) and an appropriation of additional budget of \$55 million to CIP 301-678, Account No. 301-0910-678-4251.

EXECUTIVE SUMMARY

On January 31, 2022, the City Council directed staff to proceed with the “build-to-budget” option for the Recreation Center Replacement Project in an amount not-to-exceed \$55 million and to proceed with utilizing \$36 million funding from CAAR Fund 326 (4/5th City Council approval required) and \$19

million from General Fund 001 Reserves. Staff is now bringing forward a resolution for City Council's authorization to transfer the respective funds to City CIP 301 for the Recreation Center Replacement Project (CIP 301-678). This will increase the budget for CIP 301-678 by \$55 million, for a total of \$55.3 million as the City Council had previously appropriated \$300,000 for this project, of which \$52,800 remain unexpended and unencumbered.

BACKGROUND

The William E. Walker Recreation Center opened to the public in 1974. Due to its location as a central amenity in Foster City's Leo Ryan Park, the center is a hub of activity in the community.

The current Recreation Center consists of the original building that was built in 1974 and two expansion wings that were constructed in the 1990s. The current structure contains approximately 18,500 square feet of meeting room/user space in the 36,000 square foot building, with the remaining space allocated to lobbies, storage, mechanical rooms and long hallways to access the phased additions. Because the building was originally three separate structures that were all combined into one building with one roof in 1997, multiple roof penetrations were added to install HVAC equipment and aesthetic screens on the flat deck of the roof. Due to the construction history and the piecemeal way in which it was constructed, a number of structural issues are known or anticipated related to water intrusion. The age of the building and its emergency shelter readiness are all factors that should be considered when addressing its infrastructure needs.

As such, in 2016, the City Council began exploring a rebuild of the Recreation Center. Significant outreach was conducted throughout 2016 into early 2017 to assess community needs in regard to the Recreation Center. In 2018, the City entered into an agreement with Burks Toma Architects to develop a conceptual design plan for a new center. In 2019, the City Council agreed on a design concept, but ultimately opted for a build-to-budget option with a cost not to exceed \$40 million. However, the project was essentially placed on hold in August of 2019. In 2021 the City Council requested staff to revisit the Recreation Center Replacement Project, and in June 2021 the City Council received an update on the status of the project.

At the August 2, 2021 City Council Regular Meeting, staff provided a report on the engagement process for the Recreation Center Replacement Project, including a draft Recreation Center and Parks System Survey. Following that

meeting, staff worked with Zencity to distribute a community survey to validate programming and use options, and how those may have changed as a result of the COVID-19 pandemic.

At the January 31, 2022 City Council Special Meeting, staff provided a report to present an update on the Recreation Center Replacement Project including the results of the Recreation Center and Parks System Survey, funding options, and additional information regarding the build process and design options. The City Council accepted the Recreation Center and Parks System Survey results and proposed to move forward with the “build-to-budget” option with a not-to-exceed budget of \$55 million with \$36 million from Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 million from General Fund 001 Reserves.

Subsequently, at the March 7, 2022 City Council Regular Meeting, City Council confirmed via Minute Order No. 1843 its intent to adopt the attached resolution, as well as provided direction for City staff to proceed with the Request for Proposals process for design services, construction management services, construction inspection services, and materials testing, including the request for additional staffing to support the project among other needs within the Public Works Department. City Council consideration of any additional staffing will be reviewed at the Budget Study Session Meeting on May 9, 2022 and will ultimately be approved concurrently with adoption of the City budget.

ANALYSIS/FISCAL IMPACT

Staff is seeking City Council’s adoption of a resolution authorizing a transfer of \$36 million from the CAAR Fund 326 (4/5th City Council approval required) and \$19 million from General Fund 001 Reserves to City CIP Fund 301 for the Recreation Center Replacement Project (CIP 301-678) and an appropriation of additional budget of \$55 million to CIP 301-678, Account No. 301-0910-678-4251. CIP 301-678 has an unexpended and unencumbered balance of \$52,800 since the CIP was first created in 2016-2017. The appropriation will increase the budget for CIP 301-678 by \$55 million, for a total of approximately \$55.3 million in the project budget.

On September 24, 2012, the City Council via Resolution No. 2012-75 established the City’s CAAR Fund 326 for the purposes of providing a source of revenue to be utilized for the acquisition of real property or the acquisition, construction or replacement of major capital assets. The source of the funds originate from revenues from the sale of City property, including the sale of

the City-owned 11 acre site formerly leased to the North Peninsula Jewish Campus (NPJC) in September 2012. Annual transfer of proceeds from the NPJC are expected through September 2037 and will continue to be deposited into the CAAR Fund 326. Revenues from the sale of the City-owned 15 acre site to TNHC-HW Foster City, LLC were also deposited into this fund.

On April 5, 2010, the City Council via Resolution No. 2010-33 established the City's General Fund Reserve Policy establishing a minimum reserve threshold of 33-1/3% of budgeted annual operating expenditures and established a target reserve range of 33-1/3% to 50% of budgeted annual operating expenditures (in essence, 4 to 6 months of operating expenditures) in the annual Five-Year Financial Plan. The Reserve Policy exists to mitigate current and future risks and provide a safety net to respond to unexpected fiscal hardships such as local disasters, economic downturns (revenue shortfalls), external revenue attacks (e.g. California budget takeaways), and unforeseen operating or capital needs. The City has accumulated over 100% General Fund reserve levels over the past few years and utilized surpluses above that level for one-time expenditures. After setting aside the amount for the Recreation Center Replacement Project (CIP 301-678), the General Fund reserves will be at the 60.9% level.

While the City Council has identified these funding sources for the Recreation Center Replacement Project, any unused funds will be refunded back to CAAR Fund 326 and the General Fund 001 Reserves at the time of project closeout. City staff will proactively seek grant opportunities to help offset the impact to the General Fund, as well as revenue models in general to address the City's anticipated structural deficits over the five-year financial forecast period.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item directly aligns with the City Council's "Facilities and Infrastructure" Value/Priority Area which prioritizes maintaining, "a standard of excellence with regards to infrastructure, including... City facilities to preserve and enhance quality of life for future generations."

Attachment:

- Attachment 1 - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING A TRANSFER OF \$36 MILLION FROM THE CAPITAL ASSET ACQUISITION AND REPLACEMENT FUND (CAAR FUND 326) AND \$19 MILLION FROM THE GENERAL FUND 001 RESERVES TO CITY CIP FUND 301 FOR THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678) AND AN APPROPRIATION ADDITIONAL BUDGET OF \$55 MILLION TO THE CIP 301-678, ACCOUNT NO. 301-0910-678-4251

CITY OF FOSTER CITY

WHEREAS, as part of the City Council's Strategic Priorities, the City Council requested staff to revisit the Recreation Center Master Plan and explore both programming and financing options for construction and operation with respect to all the other priorities the City is facing; and

WHEREAS, at the meeting on January 31, 2022, the City Council directed staff to proceed with the "build-to-budget" option for the Recreation Center Replacement Project in an amount not-to-exceed \$55 million and to proceed with utilizing \$36 million funding from CAAR Fund 326 and \$19 million from General Fund 001 Reserves for the total not-to-exceed budget of \$55 million for rebuilding the Recreation Center; and

WHEREAS, with the appropriation of the additional funding from CAAR Fund 326 and the General Fund 001 Reserves, the total expenditure budget will be increased by \$55 million; and

WHEREAS, any unused funds will be refunded back to CAAR Fund 326 and the General Fund 001 Reserves at the time of project closeout.

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

1. A transfer of \$36 million from the Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 million from the General Fund 001 Reserves to City CIP 301 for the Recreation Center Replacement Project (CIP 301-678); and
2. An appropriation of additional budget of \$55 million to CIP 301-678, Account No. 301-0910-678-4251.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



DATE: March 21, 2022

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

VIA: Kevin Miller, Interim City/District Manager

FROM: Louis Sun, Public Works Director
Maria Saguisag-Sid, Human Resources Director

SUBJECT: REQUEST FOR PROPOSALS FOR AMERICANS WITH DISABILITIES ACT ADMINISTRATIVE POLICY, SELF-EVALUATION, TRANSITION PLAN AND TECHNICAL STANDARD DEVELOPMENT AND REVIEW SERVICES

RECOMMENDATION

It is recommended that the City Council/EMID Board (hereinafter referred to as "City Council") adopt the attached resolution authorizing the issuance of a Request for Proposals to engage a consultant to update the City/District's written policies relating to Americans with Disabilities Act (ADA).

EXECUTIVE SUMMARY

In 1992, Foster City prepared an ADA Transition Plan in accordance with Title II of the 1991 ADA regulation that required all public entities, regardless of size, to evaluate all their services, policies, and practices and to modify any that did not meet ADA requirements. In addition, public entities with 50 or more employees were required to develop a transition plan detailing any structural changes that would be undertaken to achieve program access and specifying a time frame for their completion.

ADA Title II regulations were updated in 2010. While the 2010 regulation did not require public entities to conduct a new self-evaluation or develop a new transition plan, many have taken the opportunity to do so.

The self-evaluation is a comprehensive review of all programs, activities, and services operated by the public entity. From those self-evaluations, public agencies typically develop a transition plan to remove physical/structural barriers and an action plan to address non-structural (program) barriers and issues.

Authorizing the issuance of an RFP is the first step in engaging a consultant to perform the evaluation and develop an updated transition plan which will then be used in the planning of future public projects.

BACKGROUND

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990. The ADA prohibits discrimination and guarantees equal opportunities for people with disabilities. Title II of the 1991 ADA regulation required all public entities, regardless of size, to evaluate all their services, policies, and practices and to modify any that did not meet ADA requirements. In addition, public entities with 50 or more employees were required to develop a transition plan detailing any structural changes that would be undertaken to achieve program access and specifying a time frame for their completion. Foster City completed its required activities before the 1993 deadline.

Public entities that have 50 or more employees are also required to have a grievance procedure and to designate at least one responsible employee to coordinate ADA compliance.

The Department of Justice Office of the Attorney General has responsibility for publishing regulations implementing the requirements of Title II (state and local government services). The 1991 title II ADA regulation was superseded by the Attorney General's 2010 title II ADA regulation, which was published September 15, 2010 and went into effect beginning March 15, 2011.

While the 2010 regulation did not require public entities to conduct a new self-evaluation or develop a new transition plan, many have taken the opportunity to do so.

ANALYSIS

The self-evaluation is a comprehensive review of all programs, activities, and services operated by the public entity. An updated self-evaluation is advisable due to expansions that were made to the Title II regulations and the ADA Standards for Accessible Design to include recreation areas, residential facilities, event ticketing policies, policies concerning other-power-driven mobility devices, miniature horses as service animals, specifications for video-remote-interpreting and website accessibility.

A transition plan is developed from the self-evaluation and facilities survey and consists of:

1. A list of the physical barriers that limit the accessibility of programs, activities, or services.
2. The methods to remove the barriers and make the facilities accessible.
3. The schedule to get the work completed.
4. The name of the official(s) responsible for the plan's implementation.

A transition plan must also include a schedule for providing curb ramps giving priority to walkways serving entities covered by the ADA, including state and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

The transition plan is required to address structural changes, but there's no formal planning mechanism for non-structural changes. The Attorney General's office recommends that public entities develop Action Plans to address these non-structural issues.

The Foster City Transition Plan was created in 1992 and staff recommends engaging a consultant to assist with updating the plan. The attached RFP has been drafted to solicit proposals from qualified consultants whose expertise will guide the process of the development of new and review of existing policies including an Administrative Policy, Self-Evaluation, Transition Plan and Technical Standards. Award of the agreement is anticipated to be brought back for City Council approval in May 2022. Once complete, projects identified in the transition and/or action plans will be incorporated into workplans for Public Works Engineering, Building Maintenance, Parks Maintenance, Recreation and other departments as appropriate.

FISCAL IMPACT

There is no fiscal impact to issue the RFP. There is \$40,000 in reimbursement grant funding available from the City's self-insurance group, the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA). At the time of contract award, Staff will request a funding appropriation which will be reimbursed up to this amount.

CEQA

This action is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a "project" that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. Even if deemed a project, this action would be exempt under California Code of Regulations 15306 (Class 6) as basic data collection leading to an action which the public agency has not yet approved.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item is in alignment with the Facilities and Infrastructure Value/Priority Area, since this project is the first step in comprehensively reviewing the City/District's infrastructure, including streets, parks, City facilities and programs to preserve and enhance quality of life for future generations. Further, it aligns with the Social Equity Value/Priority Area by prioritizing accessibility and inclusiveness in all City/District facilities and programs.

Attachments:

- Attachment 1 – City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 – Request for Proposals

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR AMERICANS WITH DISABILITIES ACT ADMINISTRATIVE POLICY, SELF-EVALUATION, TRANSITION PLAN AND TECHNICAL STANDARD DEVELOPMENT AND REVIEW SERVICES

CITY OF FOSTER CITY

WHEREAS, in 1992, Foster City prepared an ADA Transition Plan in accordance with Title II of the 1991 ADA regulation; and

WHEREAS, ADA Title II regulations were updated in 2010 to cover a broader spectrum of facilities and programs.

WHEREAS, the self-evaluation is a comprehensive review of all programs, activities, and services that is used to develop a transition plan to remove physical/structural barriers and an action plan to address non-structural (program) barriers. These plans are incorporated into the City's on-going work plan; and

WHEREAS, the City wishes to engage a consultant to undertake an updated analysis of its facilities and programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the release of a request for proposals for Americans with Disabilities Act Administrative Policy, Self-Evaluation, Transition Plan and Technical Standards development and review services.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR AMERICANS WITH DISABILITIES ACT ADMINISTRATIVE POLICY, SELF-EVALUATION, TRANSITION PLAN AND TECHNICAL STANDARD DEVELOPMENT AND REVIEW SERVICES

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, in 1992, Foster City prepared an ADA Transition Plan in accordance with Title II of the 1991 ADA regulation; and

WHEREAS, ADA Title II regulations were updated in 2010 to cover a broader spectrum of facilities and programs.

WHEREAS, the self-evaluation is a comprehensive review of all programs, activities, and services that is used to develop a transition plan to remove physical/structural barriers and an action plan to address non-structural (program) barriers. These plans are incorporated into the City/EMID's on-going work plan; and

WHEREAS, the City/EMID wishes to engage a consultant to undertake an updated analysis of its facilities and programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby authorize the release of a request for proposals for Americans with Disabilities Act Administrative Policy, Self-Evaluation, Transition Plan and Technical Standards development and review services.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

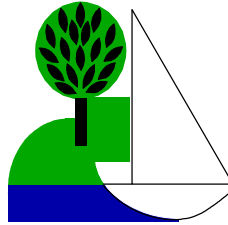
ABSTAIN:

RICHA AWASTHI, PRESIDENT

ATTEST:

PRISCILLA SCHAUS, BOARD SECRETARY

CITY OF FOSTER CITY



REQUEST FOR PROPOSAL

ADA SELF-EVALUATION AND TRANSITION PLAN SERVICES

PROPOSAL SUBMITTAL DEADLINE: TUESDAY, APRIL 12, 2022, at 2:00 PM

RETURN PROPOSAL TO:

City of Foster City
Public Works Department
Attn: Louis Sun
Public Works Director
610 Foster City Blvd.
Foster City, CA 94404

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- II. GENERAL INFORMATION
- III. PROPOSAL REQUIREMENTS
- IV. PROPOSAL SUBMITTAL REQUIREMENTS
- V. CONSULTANT SELECTION PROCESS
- VI. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS
- VII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

ATTACHMENTS

- A. DRAFT SCOPE OF SERVICES
- B. STANDARD PROFESSIONAL SERVICES AGREEMENT AND SAMPLE INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL

ADA SELF-EVALUATION AND TRANSITION PLAN SERVICES

SECTION I. INTRODUCTION

The City of Foster City/Estero Municipal Improvement District (CITY/DISTRICT) is seeking a qualified consulting firm to provide ADA Self-Evaluation and Transition Plan services. To that end, the CITY/DISTRICT invites qualified consulting firms to submit proposals.

Consultants shall examine all information in this Request for Proposal (RFP), including the attachments.

The deadline for submitting questions about the proposal is **Tuesday, April 5, 2022, at 5:00 pm**. The CITY/DISTRICT will consider proposals received on or before the proposal submittal deadline of **Tuesday, April 12, 2022, at 2:00 pm**.

SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for ADA Self-Evaluation and Transition Plan as described below.

CITY/DISTRICT is searching for consultant with extensive experience in the evaluation of program and facility accessibility and that provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities. Consultant shall assist CITY/DISTRICT to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 of the Rehabilitation Act and related federal, state and local disability-related nondiscrimination laws and regulations. CITY/DISTRICT is looking for Consultant that has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code, PROWAG, CAMUTCD, Caltrans and related state accessibility standards. CITY/DISTRICT is interested in easy management of the transition plan and documentation of compliance efforts, and this is not limited to software, web-based on-line tool, or other similar software to manage and update the transition plan, project costs and document progress. Staff anticipates requesting approval for the award of the agreement for ADA Self-Evaluation and Transition Plan services to the City Council/District Board in May 2022.

Consultants shall bear all costs and assume all liability associated with developing and/or submitting proposals. CITY/DISTRICT shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION III. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional services for the project, as described in the **Attachment A**, Draft Scope of Services, Consultant shall submit a proposal that includes the information described in this section.

If Consultants have questions regarding the proposal, submit questions to the Public Works Director, Mr. Louis Sun at lsun@fostercity.org on or before **April 5, 2022, at 5:00 pm**.

The proposal shall be comprised of two (2) parts:

- Part 1 is comprised of three (3) copies of a bound and tabbed document containing sections A, B, C, D, E, F, G and H described below.
- Part 2 is one (1) copy of section I submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during the course of work in the proposal. The body of the proposal, excluding appendices, should not exceed 15 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

PART 1

A. Cover Letter

Consultant shall provide a cover letter. The person, who signs the cover letter, shall be authorized to contractually bind the Consultant. The cover letter shall include the following:

- 1) A statement that all the information in the Request for Proposal was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with CITY/DISTRICT, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide an executive summary. The executive summary shall include a statement that Consultant reviewed the draft scope of services and is able to provide the required professional services. The summary shall briefly summarize those Consultant qualifications and experience, contained in the proposal, which best highlights its ability to successfully deliver the work.

C. 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:

- 1) Clearly specifying the scope of work; not to exceed amount; and schedule for the work that will be included in the contract for services.
- 2) Monitoring and controlling the scope of work, communicating potential scope of work changes prior to performing that work, and managing the change in scope of work.
- 3) Monitoring and controlling costs of services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitoring the schedule and ensuring deliverables are completed on or before schedule milestones.
- 5) Monitoring the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitoring the quality of consultant's deliverables to reduce the amount of CITY/DISTRICT resources required to review the submittal.
- 7) Responsiveness to CITY/DISTRICT Staff.
- 8) Facilitating communications.
- 9) No substituting of staff listed in the proposal and adding staff not listed in the proposal.

D. Proposal Schedule

The purpose of the proposal schedule is to ensure Consultant completes work in a timely manner and to ensure that labor projections are consistent with the proposal schedule.

Consultant shall prepare a schedule for the work described in **Attachment A**, Draft Scope of Services and shall show the key activities, their start dates, and end dates. The schedule should include a milestone for each Authorization to Proceed and each submittal identified in **Attachment A**, Draft Scope of Service. The durations required to reach milestones shown in the schedule will be incorporated into Tasks 1 and 2 of Scope of Services for the Professional Services Agreement.

The proposal schedule shall have the sufficient details to achieve the above goals.

CITY/DISTRICT will request additional detail from the highest ranked consultant which will be incorporated into the Professional Services Agreement.

Consultant shall use **May 2022** as the start date for the schedule.

E. Labor Projections

Consultant shall provide a schedule of hourly rates and an estimate of the number of hours by staff type to complete the work described in **Attachment A**, Draft Scope of Service that is consistent with the schedule created as part of Section D above. Provide descriptions of assumptions made in developing the labor hours.

F. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name and telephone number.

G. Consultant Experience and References

Consultant shall provide for it and each of its sub-consultants, if any, details of its experience working on similar projects over the last five (5) years.

Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following:

- 1) Project name.
- 2) Project Owner and contact information.
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime Consultant or sub-consultant to Prime Consultant's Name).

- 5) Description of professional property interest acquisition service provided.
- 6) Cost Control for professional property interest acquisition services:
Describe the original and final contract amount and reasons for differences, if any.
- 7) Schedule Control for professional property interest acquisition services
Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year.
- 8) Project Manager and other key personnel involved.
- 9) Sub-consultants on the proposed team that worked on the project, if any.
- 10) Contact information for the project owner.

If Consultant has a standard resume for projects, Consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

CITY/DISTRICT will contact Project Owners to discuss the Consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of Consultant's performance, as well as contact's phone number and email.

H. Project Team Experience and References

The consulting team is key to delivering a successful project.

For purposes of the proposal and the selection process, the following terms are used to identify consulting team members: Project Manager, Other Key Personnel, and Other Team Members. The Project Manager is responsible for Consultant's work and is CITY/DISTRICT's principal contact after the professional services contract is awarded, (2) Other Key Personnel are the keys to Consultant successfully executing the work; and (3) Other Team Members who will play a significant role in successfully executing the work.

Consultant shall provide the following information regarding the consulting team and its team members:

- 1) Consultant shall provide an organization chart showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, Consultant shall identify the project manager, other key personnel, and other team members. If a team member works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline.

- 2) Provide a list of office(s) in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office and their roles.
- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm Consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 4) **Other Key Personnel.** Provide the qualifications and experience of the Other Key Personnel; their current commitments to other projects to confirm Consultant's ability to commit resources to the work; and not less than three (3) reference for each person who is identified as Other Key Personnel.
- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

CITY/DISTRICT will contact project owners who have worked with the project manager and other key personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

PART 2

I. Consultant Fee Schedule and Reimbursable Expenses

Provide one (1) copy in a sealed envelope, including the level of effort with reimbursable expenses and hourly rate schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal. CITY/DISTRICT and the selected Consultant will endeavor to negotiate a consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

To that end, Consultant shall provide for it and its sub-consultants, if any, a Consultant Fee Schedule and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS

Consultant shall submit its proposal in accordance with the following requirements:

- A. CITY/DISTRICT will only consider proposals received by City at or before the proposal submittal deadline of **Tuesday, April 12, 2022, at 2 pm.**

- B. Consultant shall submit proposals to the following address:

City of Foster City
Public Works Department
Attn: Louis Sun
Public Works Director
610 Foster City Blvd.
Foster City, CA 94404

- C. For mailed proposals, CITY/DISTRICT encourages each Consultant to confirm that its proposal was received by CITY/DISTRICT at or before the proposal submittal deadline. Contact the Public Works Director, Mr. Louis Sun at lsun@fostercity.org or (650) 286-3270 to confirm City's receipt of the proposal.
- D. For hand-delivered proposals, Consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure the proposal is time and date stamped by the attendant prior to leaving the building.

SECTION VI. CONSULTANT SELECTION PROCESS

CITY/DISTRICT will review proposals and perform reference checks to evaluate consultants.

CITY/DISTRICT may or may not conduct consultant interviews to evaluate Consultants. If CITY/DISTRICT chooses to hold interviews as part of the selection process, CITY/DISTRICT will notify Consultants approximately three (3) weeks after the proposal submittal deadline.

Principle criteria used to evaluate Consultants will include the following:

- 1) Experience/Qualifications: Firm's experience on similar projects in the last five years.
 - a. Consultant's and sub-consultant's, if any, experience successfully providing ADA Self-Evaluation and Transition Plan services on similar projects in the last five (5) years.
- 2) Personnel Assigned: Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
 - a. Project Manager's experience successfully providing services and/or other related work on similar projects and their availability to perform work required by his/her role.
 - b. Other Key Personnel's experience successfully providing services and/or other related work on similar projects and their availability to perform the

work required by his/her role.

- c. Other Team Members' experience providing services and/or other related work on similar projects.

3) Quality and Completeness of Proposal:

- a. Clarity and relevance of information contained in the proposal.
- b. Consultant's understanding of work.
- c. Consultant's approach to the work.

4) References

CITY/DISTRICT may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of CITY/DISTRICT.

After final evaluation, CITY/DISTRICT will identify the highest ranked consultant, which appears to best meet the qualification criteria. CITY/DISTRICT will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and CITY/DISTRICT cannot reach agreement, CITY/DISTRICT will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. CITY/DISTRICT shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION VI. SCOPE OF SERVICES

A. 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 intended to cover the ADA Self-Evaluation and Transition Plan services necessary and/or other related work to ADA Transition Plan preparation identified herein and shall be used as the basis of negotiations. In addition, Consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

Consultant is encouraged to include in the proposal any additional tasks beyond the Draft Scope of Services that the Consultant may find necessary or beneficial in order to deliver a successful project.

CITY/DISTRICT reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. CITY/DISTRICT reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the City Council approves the agreement.

SECTION VII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment B**.

The insurance requirements are described in Section 12 Insurance of CITY/DISTRICT's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by CITY/DISTRICT as to form and content. The selected consultant shall agree to provide CITY/DISTRICT with a copy of said policies, certificates, and/or endorsements.

**ATTACHMENT A
DRAFT SCOPE OF SERVICES
FOR
ADA ADMINISTRATIVE POLICY, SELF-EVALUATION, TRANSITION PLAN AND
TECHNICAL STANDARDS SERVICES**

ADA Transition Plan: Procedures and Policies Manual Scope

Develop the procedures and policies which includes the following sections but not limited to Administrative Policy, Self-Evaluation, Transition Plan, and Technical Standards.

ADMINISTRATIVE POLICY

Assist in the update of the administrative policy to address grievances in compliance with the Americans with Disabilities Act.

SELF EVALUATION

The Self-Evaluation review will evaluate specific changes or alterations that may need to be made consistent with the following general guidelines.

Americans with Disabilities Act Requirements

Americans with Disabilities Act Terminology

Complaint Procedure and Delegation of Responsibility

Request Form

Title II Requirement

- a) CITY/DISTRICT Owned or Leased Buildings
- b) Parks
- c) Streets and Sidewalks and other pedestrian paths of travel
- d) Recreation Programs
- e) CITY/DISTRICT Services and other programs

Transition Plan

Self-Evaluation Plan Scope:

The self-evaluation plan scope shall include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software (as needed)
- Software training to conduct your own inspections (as needed)
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections

- ADA Playground inspections

The Self-Evaluation Plan shall utilize the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- California Manual on Uniform Traffic Control Devices (CAMUTCD)

TRANSITION PLAN

This Transition Plan will evaluate specific changes that may need to be made to:

CITY/DISTRICT owned/leased facilities

Parks

Sidewalk curb cuts and other pedestrian paths of travel

Recreation programs

CITY/DISTRICT services and other programs

The transition plan should also cover sections but not limited to Transition Plan Process, Transition Plan Schedule, Cost Considerations, and Continued Self-Evaluation and any other necessary changes to comply with the minimum Transition Plan requirements set forth in 28 CFR §35.150. TECHNICAL STANDARDS

Development of technical standards compliant with the Americans with Disabilities Act and other applicable technical standards. The technical standards section should include but not limited to the following sections:

SPACE ALLOWANCES AND REACH RANGES

INTERNATIONAL SYMBOL OF ACCESSIBILITY

SIGNS

PARKING LOT

ACCESSIBLE ROUTE

GROUND AND FLOOR SURFACES

ACCESSIBLE ROUTE AS A MEANS OF EGRESS

ENTRYWAYS

PROTRUDING OBJECTS

DOORS

CONTROL AND OPERATING MECHANISM

CORRIDOR S AND AISLES

INTERIOR ELEVATOR

WINDOWS

TELEPHONES

DRINKING FOUNTAINS
RESTROOMS
GRABBARs
CONTROLS AND DISPENSERS STALL
URINALS
SINKS
LAVATORY FAUCETS
BATHTUBS
HANDRAILS, GRAB BARS
SHOWERS
WHEELCHAIR SEATING SPACE
WALKS AND SIDEWALK
RAMPS
EXTERIOR RAMPS
RAMPS THAT CHANGE DIRECTION
MAXIMUM SLOPE
CROSS SLOPE EXCEEDS 1:50
CURB RAMPS
FLARED CURB
RETURNED CURB RAMPS
BUILD UP CURB
PLACEMENT OF CURB RAMPS
RAMP AT SIDE STREET, ALLEYS & DRIVEWAYS

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT FOR ADA SELF-EVALUATION AND TRANSITION PLAN SERVICES

This Agreement is made and entered into as of the _____ day of _____, 20____
by and between the City of Foster City hereinafter called "CITY" and
_____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in
the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and
conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

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, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services

under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____). Invoices for amounts in excess of _____ (\$ _____) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before

this Agreement's execution.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or

below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, 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, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due

to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

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. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or

national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: _____

CONSULTANT: _____
(Fill in CONSULTANT Name, Address, Phone
Number, Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. 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 represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
22. Liability of CITY.
Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:
- Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).
- [For consideration if applicable:] Any Force Majeure event with a duration in excess of [TBD by Owner—recommend not less than 30] days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.
25. Entire Agreement. This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

_____, City Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated: _____

Richa Awasthi, Mayor
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR

[ENTER PROJECT TITLE]

[EITHER COMPLETE EXHIBIT A OR ATTACH A PROPOSAL/SCOPE OF WORK
THAT CONTAINS ALL THE INFORMATION BELOW AND DELETE THE TEXT
BELOW]

SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**CONSULTANT**" and the City of Foster City, hereinafter referred to as "**CITY**" providing for professional services.

1. **Description of the Project:**

1.1 **DESCRIPTION:** [Description of Project](#)

2. **Basic Services:**

The CITY has developed a general scope of work as described below.

2.1 **Task 1 –** [Description of Task 1](#)

2.2 **Task 2 –** [Description of Task 2](#)

2.3 **Task 3 –** [Description of Task 3](#)

PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be:

[Maximum Payment Amount](#)

2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES:

[List Methods of Payment](#)

3. TIMES OF PAYMENTS.

[List Times of Payments](#)

PROJECTS AND SCHEDULE

[List Project Schedule](#)

DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. PROJECT DELIVERABLES

1.1 **DELIVERABLES:** [List of Deliverables](#)

1.2 **OTHER:**

2. **CONSULTANT SERVICES.** The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 **SERVICES:** [List of Services](#)

END OF EXHIBIT A

EXHIBIT B

COVID-19 AMENDMENT/ATTACHMENT (Consulting Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between _____ (“City”) and _____ (“Consultant”) dated _____.

1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as “**COVID-19**”.

B. A “**COVID-19 Condition**” is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A “**COVID-19 Proclamation**” includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant’s cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An “**Unknown COVID-19 Condition**” is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An “**Unknown COVID-19 Cost**” is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant’s failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

2. COVID-19 Conditions and Proposal. Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and

COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

3. Compliance with COVID-19 Proclamations.

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

4. Delay. The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

5. City Directed Suspension. The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

6. Compensation for COVID-19 Costs. City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

7. Safe Work Practices. Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

8. Monitoring and Reporting. City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of

COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

9. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

Signature

Signature

Print Name & Title

Print Name & Title

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's

performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE CONSULTANT. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims

of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- 3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.
- 3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- 3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- 3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal

defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

- 3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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.		
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.		
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: March 21, 2022

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

FROM: Kevin Miller, Interim City Manager
Jennifer Phan, Interim Deputy City Manager

SUBJECT: EXTENDING THE PROCLAMATION OF THE EXISTENCE OF A
LOCAL EMERGENCY, THE CONTINUING NEED FOR CITY
COUNCIL AND PLANNING COMMISSION AND COMMITTEES
TO MEET BY TELECONFERENCE FOR INCREASED
ACCESSIBILITY, AND A GENERAL UPDATE ON THE NOVEL
CORONAVIRUS (COVID-19)

RECOMMENDATION

It is recommended that the City Council/EMID Board of Directors adopt the attached resolutions extending the proclamation of the existence of a local emergency caused by the threat of the novel Coronavirus (COVID-19), and proclaiming the continuing need for City Council/EMID Board of Directors, Planning Commission, and Committees to meet by teleconference and allow for increased meeting accessibility via in person and teleconference meeting participation (Attachments 1 and 2).

The general update is informational only and no further action is required.

BACKGROUND

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the outbreak of respiratory illness due to the novel Coronavirus (COVID-19). On March 5, 2020, San Mateo County declared a Local Health

Emergency pursuant to Health and Safety Code Section 101080 due to the introduction of COVID-19 in San Mateo County. On March 16, 2020, the County of San Mateo Public Health Officer issued an order to "shelter in place", effective March 17, 2020 at 12:01 am. This order, amongst other things, ceased non-essential activities in the County in an effort to mitigate the impacts of COVID-19. Essential City operations like police, fire, and wastewater treatment services, as well as the maintenance of critical infrastructure, are continuing to be provided. Most other City services have returned to pre-pandemic levels or have been reasonably modified (for a limited basis) in conjunction with the Health Officer's order or to administer City operations.

The City Manager, acting as the City's Director of Emergency Services, was authorized to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency. As a result, on March 16, 2020, the City Manager acting as Director of Emergency Services proclaimed the existence of a local emergency due to conditions and threatened conditions of peril due to the expansion of the COVID-19 virus. Pursuant to California Government Code Section 8630, the City Council ratified the proclamation made by the Director of Emergency services on March 18, 2020 per Resolution No. 2020-23, within the required seven (7) days of the proclamation.

Local Emergency

Since the proclamation of the existence of a local emergency back in March, the City Council has continued to receive updates at its meetings on the operational impacts and actions taken by the City related to COVID-19. The City Council had also received an overview of the City's recovery plan at its Vision & Policy Summit on June 4, 2020 and a presentation from the County of San Mateo on its Recovery Initiative on October 5, 2020. On October 6, 2020, the County Board of Supervisors accepted the final report on the SMC Recovery Initiative, which outlines a path toward a more equitable, healthy and connected community in the recovery from COVID-19.

To-date, the City Council had approved the continuation of the proclamation of the existence of a local emergency at its meetings on April 6, June 1, July 20, September 8, November 2, 2020, January 4, March 1, May 17, July 19, September 20, November 15, December 13, 2021, January 18, and February 22, 2022. Per Government Code Section 8630, the City Council must reevaluate whether to continue the proclamation of the existence of a local

emergency every sixty (60) days until the emergency is terminated. Given the conditions creating the local emergency have not entirely abated, one of the items for City Council consideration is to extend the proclamation.

Continuing In-Person/Teleconference Hybrid Meetings

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. AB 361 comes as the provisions of Executive Order No. N-29-20 (as revised by Executive Order No. N-08-21), which modifies the requirements for conducting meetings via teleconference during the COVID-19 pandemic, expired on September 30, 2021. While the intent of Executive Order No. N-29-20 and AB 361 are both to facilitate public access to meetings via teleconferencing options, there are differences between the two. AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021 expiration of the current Brown Act exemptions as long as there is a “proclaimed state of emergency” by the Governor and certain findings are made regarding the need to conduct teleconferenced meetings.

On October 18, 2021, the City Council/Board of Directors approved resolutions to implement and utilize teleconference accessibility to conduct public meetings, pursuant to AB 361. Findings must be made every thirty (30) days to continue to the practice of such. By approving the resolutions attached, the City Council/EMID Board, Planning Commission, and Committees may continue to conduct meetings as they have been without interruption, allowing for increased accessibility to the public and meeting participants to join in person or via teleconference, as applicable. Approving the resolutions under AB 361 would also allow the continued flexibility that was provided by Executive Order No. N-29-20 to allow Councilmembers/EMID Board Members or Planning Commissioners and other Committee Members to attend the meeting via teleconference without following the normal teleconference requirements under the Brown Act, which include listing the teleconference location on the published agenda and posting the agenda at the site of the teleconference. If circumstances change and it is determined that safety concerns prohibit in-person meeting participation entirely, members may pivot to teleconferencing only without the preparation that is otherwise required under the Brown Act, while maintaining accessible public meetings.

Timeline

A summarized timeline of the various directives and orders as it pertains to the County of San Mateo, from the start of the pandemic to-date, is outlined in Attachment 3. At the outset of the pandemic, health orders were frequently changing in response to the varying COVID-19 case/transmission rates. City staff has since then provided updates to City Council at its regular meetings to keep both the City Council and the community abreast of any new developments on COVID-19 that may arise. The frequency of these updates transitioned to a monthly basis on March 2020. In alignment with the State's reopening, as well as the County of San Mateo ceasing its biweekly briefings, these updates are provided (for informational purposes only) on an as needed basis or every thirty (30) days when the proclamation of the existence of a local emergency is brought brought back to City Council for renewal (until no longer necessary) in conjunction with the findings of continuing the need to conduct teleconferenced meetings until no longer applicable. Timely updates and information will continue to be issued and available through the County of San Mateo directly, or on the City website and via the weekly e-Newsletter.

Latest Updates

San Mateo County lifted universal mask requirements for vaccinated individuals for most indoor public settings beginning Wednesday, February 16. Unvaccinated individuals still need to wear masks indoors. Everyone, regardless of vaccination status, is required to wear masks indoors in high-risk settings, including public transportation, health care settings, congregate settings like correctional facilities and homeless shelters, long-term care facilities, and in K-12 schools and childcare settings.

The City Council returned to in-person, hybrid public meetings on March 7, 2022. Effective March 14, 2022, employees and members of the public are no longer required, though strongly encouraged, to wear masks at all Foster City facilities, including City Hall and the Council Chambers.

Vaccinations and booster shots are still available throughout San Mateo County, at County-sponsored clinics, community clinics, private health care providers, pharmacies and other venues. To find a clinic, please visit <https://www.smchealth.org/vaccine-clinic-calendar>. Appointments are not required, though strongly encouraged, as only a limited number of participants without appointments may be vaccinated. Appointments can be made at <https://myturn.ca.gov> or by calling the CA COVID-19 Hotline at 1-

833-422-4255 . As of March 8, 2022, a total of 692,600 individuals have been vaccinated in San Mateo County with at least one dose, representing 96.8% of the population age 12+ or 94.1% of the population age 5+.

Testing remains an important strategy in continuing to reduce the spread of the disease. For those looking for testing locations and schedules, please visit <https://www.smcgov.org/testing>.

ANALYSIS

With the disruption in normal operations due to COVID-19 and the Public Health Order to “Shelter in Place”, City operations were implemented based on essential functions identified in the City's Continuity of Operations (COOP) and Continuity of Government (COG) Plan.

In the City's response to COVID-19, the main objective is to keep the community safe, reduce the risk of transmission, and help slow the spread of the novel Coronavirus (COVID-19). Outlined in the COVID-19 Response Plan Summary are six broad priority areas in which the City has focused its efforts to-date (Attachment 4).

FISCAL IMPACT

There is no fiscal impact associated with adoption of the resolutions.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item is in alignment to the "City Council Operations and Improved Community Engagement," "Public Safety and Social Equity," and "Staff Empowerment and Operational Excellence" Value/Priority Areas. The City recognizes the importance of reliable and timely communications to public, and as such, will continue to ensure delivery of information for all matters related to City services and COVID-19 response and recovery are shared. Increasing accessibility to public meetings amid the COVID-19 crisis encourages the public to engage with the City Council/EMID Board of Directors, Planning Commission, and Committees in an equitable and safe manner.

Attachments:

- Attachment 1 - City Resolution (Extending the Local Emergency and Continuing the Need for Teleconferencing)
- Attachment 2 - EMID Resolution (Continuing the Need for Teleconferencing)
- Attachment 3 - COVID-19 Timeline (as of March 10, 2022)
- Attachment 4 - COVID-19 Response Plan Summary (as of March 10, 2022)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY EXTENDING THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY THE THREAT OF THE NOVEL COVID-19 VIRUS, AND PROCLAIMING THE CONTINUING NEED FOR THE CITY COUNCIL, PLANNING COMMISSION AND COMMITTEES TO MEET BY TELECONFERENCE AND ALLOWING FOR INCREASED MEETING ACCESSIBILITY VIA IN PERSON AND TELECONFERENCE MEETING PARTICIPATION

CITY OF FOSTER CITY

WHEREAS, on January 30, 2020, due to confirmed cases of a severe acute respiratory illness caused by a new coronavirus ("COVID-19"), the World Health Organization ("WHO") declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States of America; and

WHEREAS, on or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 5, 2020, San Mateo County declared a Local Health Emergency pursuant to Health and Safety Code Section 101080 due to the potential introduction of COVID-19 in San Mateo County; and

WHEREAS, on March 12, 2020, the President of the United States declared a National Emergency in response to the spread of COVID-19; and

WHEREAS, Section 2.40.070(A) of the Foster City Municipal Code empowers the City Manager, as the Director of Emergency Services, to proclaim (subject to ratification by the City Council within seven days) the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, based on the expanding threat of the novel COVID-19 virus, the City Manager, Acting as Director of Emergency Services, of the City of Foster City proclaimed the existence of a local emergency within the City on March 16, 2020; and

WHEREAS, on March 18, 2020, per Resolution No. 2020-23, the City Council of the City of Foster City ratified the proclamation of the Director of Emergency Services and

extended the period of the existence of a Local Emergency for an additional 30 days or unless sooner terminated; and

WHEREAS, on April 6, 2020, June 1, 2020, July 20, 2020, September 8, 2020, November 2, 2020, January 4, 2021, March 1, 2021, May 17, 2021, July 19, 2021, September 20, 2021, November 15, 2021, December 13, 2021, January 18, and February 22, 2022, per Resolutions No. 2020-33, 2020-50, 2020-75, 2020-96, 2020-113, 2021-9, 2021-24, 2021-63, 2021-103, 2021-129, 2021-172, 2021-185, 2022-5, and 2022-15 respectively, the City Council of the City of Foster City extended the period of the existence of a Local Emergency for an additional 60 days or unless sooner terminated; and

WHEREAS, San Mateo County had completed the variance process as set forth by the California Department of Public Health on June 15, 2020, allowing the County for a gradual re-opening to match the maximum as allowed by the State's Resilience Roadmap; and

WHEREAS, although collective efforts taken to date regarding this public health emergency have slowed the virus' trajectory, the emergency and the attendant risk to public health remain significant; and

WHEREAS, San Mateo County was added to the State's monitoring list on July 29, 2020 and since then ranked in the Purple or Widespread risk level on August 28, 2020, in the Red or Substantial risk level on September 22, 2020, in the Orange or Moderate risk level on October 27, 2020, and in the Red or Substantial risk level on November 17, 2020; and

WHEREAS, San Mateo County then rolled back to the Purple or Widespread risk level on November 29, 2020 and a Limited Stay at Home order went into effect on November 30, 2020, with a Regional Stay at Home order to follow on December 17, 2020; and

WHEREAS, once the Regional Stay at Home order was lifted, San Mateo County rolled back to the Purple or Widespread risk level on January 25, 2021, moving into the Red or Substantial risk level on February 24, and then into the Orange or "Moderate" risk level on March 17; and

WHEREAS, the State has transitioned away from the Blueprint for a Safer Economy beginning June 15, 2021; however, the conditions creating the local emergency have not entirely abated, COVID-19 continues to threaten the health and lives of Foster City residents and Delta variant and other variants continue to emerge and are highly transmissible in indoor settings; and

WHEREAS, San Mateo County continues to experience COVID-19 cases and related hospitalizations; and

WHEREAS, the Ralph M. Brown Act allows local legislative bodies to meet by teleconference so long as the enumerated requirements are met (California Government Code section 54953); and

WHEREAS, on March 18, 2020, and every 60 days thereafter, the City of Foster City passed a resolution proclaiming a Local Emergency, as defined by the California Emergency Services Act (California Government Code section 8558) as a result of the Coronavirus (COVID-19) pandemic; and

WHEREAS, the recently amended Ralph M. Brown Act allows local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code section 54953(e)(1)(B)); and

WHEREAS, on October 18, 2021 the City Council adopted City Resolution No. 2021-155 proclaiming the continuing need for the City Council, Planning Commission and Committees to meet by teleconference and allowing for increased meeting accessibility via in person and teleconference meeting participation; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Foster City:

1. The proclamation of a local emergency is hereby extended for at least an additional 60 days, or until the proclamation is next extended by resolution. Per Government Code Section 8630, the City Council shall review and renew this declaration every 60 days until the emergency is terminated.
2. The City Council of the City of Foster City hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as findings of the City Council.
3. Due to COVID-19, holding meetings in-person only will present imminent risks to the health and safety to attendees; and
4. The City Council/EMID Board of Directors and Planning Commission have safety measures and technology in place to allow hybrid meetings which allow in-person and teleconferenced appearances at meetings, which reduces the risks to health and safety of appearing in person for meetings because the number of attendees is reduced. Committees have conducted meetings remotely during the course of the COVID-19 pandemic, and are currently reviewing options for conducting hybrid meetings in accordance with Government Code section 54953(e). The Parks and Recreation Committee held its first hybrid meeting on November 2, 2021.
5. The State of California and the City of Foster City continue to follow safety

measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of San Mateo, as applicable, including facial coverings when required. Based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees.

6. The City Council hereby declares that, pursuant to the findings listed in this Resolution, that the City Council/EMID Board of Directors and the City Council/EMID Board appointed Commissions and Committees are authorized to utilize teleconferencing to conduct public meetings pursuant to AB 361 and Government Code § 54953, as amended thereby.

BE IT FURTHER RESOLVED, that the City Council determines that, every 30 days, it will reconsider the circumstances of the emergency and review whether it continues to directly impact the ability of the Council/EMID Board and appointed Committee and Commission members to meet safely in person.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the special meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT PROCLAIMING THE CONTINUING NEED FOR THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT BOARD OF DIRECTORS, PLANNING COMMISSION, AND COMMITTEES TO MEET BY TELECONFERENCE AND ALLOWING FOR INCREASED MEETING ACCESSIBILITY VIA IN PERSON AND TELECONFERENCE MEETING PARTICIPATION

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the Ralph M. Brown Act allows local legislative bodies to meet by teleconference so long as the enumerated requirements are met (California Government Code section 54953); and

WHEREAS, on March 18, 2020, and every 60 days thereafter, the City of Foster City passed a resolution proclaiming a Local Emergency, as defined by the California Emergency Services Act (California Government Code section 8558) as a result of the Coronavirus (COVID-19) pandemic; and

WHEREAS, the recently amended Ralph M. Brown Act allows local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code section 54953(e)(1)(B)); and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic and such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of Foster City residents and Delta variant and other variants continue to emerge and are highly transmissible in indoor settings; and

WHEREAS, on October 28, November 15, December 13, 2021, January 18, and February 22, 2022 per Resolutions No. 3610, 3621, 3624, 3630, and 3634 respectively, the EMID Board of Directors proclaimed the continuing need for the Estero Municipal Improvement District Board of Directors, Planning Commission, and Committees to meet by teleconference and allowed for increased meeting accessibility via in person and teleconference meeting participation; and

WHEREAS, San Mateo County continues to experience COVID-19 cases and related hospitalizations.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Estero Municipal Improvement District finds that:

1. The Estero Municipal Improvement District Board of Directors (EMID Board) hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as findings of the EMID Board.
2. Due to COVID-19, holding meetings in-person only will present imminent risks to the health and safety to attendees; and
3. The City Council/EMID Board of Directors and Planning Commission have safety measures and technology in place to allow hybrid meetings which allow in-person and teleconferenced appearances at meetings, which reduces the risks to health and safety of appearing in person for meetings because the number of attendees is reduced. Committees have conducted meetings remotely during the course of the COVID-19 pandemic, and are currently reviewing options for conducting hybrid meetings in accordance with Government Code section 54953(e). The Parks and Recreation Committee held its first hybrid meeting on November 2, 2021.
4. The State of California and the City of Foster City continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of San Mateo, as applicable, including facial coverings when required. Based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees.
5. The EMID Board of Directors hereby declares that, pursuant to the findings listed in this Resolution, that the City Council/EMID Board of Directors and the City Council/EMID Board appointed Commissions and Committees are authorized to utilize teleconferencing to conduct public meetings pursuant to AB 361 and Government Code § 54953, as amended thereby.

BE IT FURTHER RESOLVED, that the EMID Board of Directors determines that, every 30 days, it will reconsider the circumstances of the emergency and review whether it continues to directly impact the ability of the Council/EMID Board and appointed Committee and Commission members to meet safely in person.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the special meeting held on the 21st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RICHA AWASTHI, PRESIDENT

ATTEST:

PRISCILLA SCHAUS, DISTRICT SECRETARY



NOVEL CORONAVIRUS (COVID-19) TIMELINE

Last Updated: Thursday, March 10, 2022

DATE	ACTIVITY/DESCRIPTION
March 4, 2020	Governor Gavin Newsom declared a State of Emergency in response to the outbreak of respiratory illness due to the novel Coronavirus (COVID-19).
March 5, 2020	County of San Mateo declared a Local Health Emergency pursuant to Health and Safety Code Section 101080 due to the introduction of COVID-19 in San Mateo County.
March 31, 2020	County of San Mateo Public Health Officer issued a new order extending the "shelter in place" period through May 3, 2020, which was a complement to the indefinite statewide stay-at-home order issued by Governor Gavin Newsom earlier in March.
April 29, 2020	County of San Mateo Public Health Officer issued a new order (alongside the other Bay Area Health Officers) extending the shelter in place orders through May 31, 2020.
May 15, 2020	A revised order was issued, superseding the last order, bringing County of San Mateo into alignment with early Phase 2 of Governor Gavin Newsom's Resilience Roadmap. The order maintained that all individuals continue to shelter in place and continues to restrict most activity, travel, and governmental and business functions to essential needs, outdoor activities, and outdoor businesses but adds additional businesses and activities to the list of permitted functions.
May 28, 2020	A revised order was issued with a few modifications to the previous order to allow places of worship to hold services and retail stores to allow customers inside. It also provided guidelines for additional activities such as car parades and protests.
June 4, 2020	A revised order was issued to allow outdoor dining and charter boat operations, as well as amending the guidelines for funerals.
June 17, 2020	The County of San Mateo Public Health Officer rescinded the shelter in place order and replaced it with the Safer Community Order. The Safer Community Order aligned County of San Mateo with the State's Resilience Roadmap and limits gatherings to no more than 50 people, outlined social distancing and face covering requirements, allowed for "social bubbles," and required businesses to implement a social distancing protocol and written health and safety plans.
July 29, 2020	County of San Mateo was added to the state's monitoring list due to an increase in the rate of COVID-19 cases in the County and as a result, specific indoor businesses were required to cease operations starting August 2, unless they could be modified to operate outside or by pick-up.
August 28, 2020	County of San Mateo was placed in the purple tier rank or "widespread" county risk level under the State's new color-coded reopening system.
September 22, 2020	County of San Mateo moved to the red tier rank or "substantial" county risk level.
October 27, 2020	County of San Mateo moved to the orange tier rank or "moderate" county risk level.
November 17, 2020	As COVID-19 cases and hospitalizations surged and ICU capacity levels declined, County of San Mateo rolled back to the red tier rank or "substantial" county risk level.
November 29, 2020	County of San Mateo then rolled back to the purple tier rank or "widespread" county risk level.
November 30, 2020	A Limited Stay at Home order went into effect.
December 17, 2020	A Regional Stay at Home order then went into effect.
January 25, 2021	The Regional Stay at Home order ended and the County of San Mateo returned to the purple tier rank or "widespread" county risk level.
February 24, 2021	County of San Mateo moved into the red tier rank or "substantial" county risk level.
March 17, 2021	County of San Mateo moved into the orange tier rank or "moderate" county risk level.

April 2, 2021	The California Department of Public Health and the Centers for Disease Control and Prevention released updated guidance recommending delaying travel until persons are fully vaccinated. Fully vaccinated travelers should follow CDC travel guidance and are not required to test or quarantine before or after travel unless they have symptoms concerning for COVID-19 disease.
April 6, 2021	Governor Gavin Newsom outlines the State's next step in the COVID-19 pandemic recovery, moving beyond the Blueprint for a Safer Economy, and announces that on June 15, California will fully reopen if criteria are met.
April 15, 2021	The California Department of Public Health adjusted its Orange Tier 3 guidance for gatherings, private events and indoor seated live events and performances. Outdoor gathering size increases to 50 people. For private events or meetings such as receptions or conferences, outdoor gatherings are limited to 100 people. Indoor live events or performances are allowed with capacity limits and modifications including physical distancing, advance ticket purchases, designated areas for eating and drinking, and attendance limited to in-state visitors.
May 3, 2021	The California Department of Public Health provides updated guidance on use of face coverings, which essentially provides exceptions for those fully vaccinated in outdoor settings.
May 12, 2021	County of San Mateo moved into the yellow tier rank or "minimal" county risk level.
May 19, 2021	Bay Area Health Officers release statement in support of the California Department of Public Health's strategy to continue with current masking guidance until June 15, when the State will align with the CDC's updated masking guidance.
June 3, 2021	Bay Area Health Officers release statement in support the opening of California schools for full time in-person instruction for all grades in the fall of 2021.
June 15, 2021	State of California officially reopens and moves "Beyond the Blueprint" which ends the color-coded reopening tier systems and lifts most restrictions on businesses. Most County of San Mateo offices reopen in-person as well.
July 16, 2021	County of San Mateo Joins Bay Area Counties in recommending masking indoors as precaution against COVID-19, particularly the increased circulation of the Delta variant.
July 19, 2021	City of Foster City began hybrid in-person and virtual City Council meetings.
July 26, 2021	County of San Mateo announces face coverings are required solely at County-operated facilities.
July 26, 2021	City of Foster City reopened City Hall to the general public for walk-ins during regular business hours from 8:00 AM-5:00 PM, Monday to Friday.
July 29, 2021	City of Foster City announces face coverings are required at all times indoors when visiting City facilities.
August 3, 2021	County of San Mateo issues a health order requiring all individuals, regardless of vaccination status, to wear face coverings when indoors in public settings, with limited exceptions.
August 9, 2021	City of Foster City reopened Recreation Center and began offering indoor programs again.
August 26, 2021	Bay Area Health Officers release statement reaffirming support for full in-person school, given safety measures and flexibility for different approaches to meet the needs and capacities of a of schools and districts.
September 16, 2021	Governor Gavin Newsom signs Assembly Bill 361, as the provisions of Executive Order No. N-29-20 (as revised by Executive Order No. N-08-21), which modifies the requirements for conducting meetings via teleconference during the COVID-19 pandemic, expires on September 30, 2021. AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a "proclaimed state of emergency" by the Governor and certain findings are made regarding the need to conduct teleconferenced meetings.
September 30, 2021	San Mateo County Health announces it will be launching Booster Clinics at the Event Center
October 7, 2021	Bay Area Health Officers issue criteria for lifting COVID-19 indoor masking requirements to allow organizations to set those requirements independently.
October 18, 2021	City of Foster City/EMID adopts resolutions so the City Council/EMID Board, Planning Commission, and Committees may continue to conduct meetings as they have been without

	interruption, allowing for increased accessibility to the public and meeting participants to join in person or via teleconference, as applicable, under AB 361.
December 1, 2021	The California Department of Public Health has published a fact sheet about the Omicron variant. County Health is working with the state to understand potential local impacts.
December 15, 2021	The California Department of Public Health has mandated that everyone in California wear a mask in indoor public spaces and workplaces. The order is in effect December 15, 2021 to January 15, 2022.
January 5, 2022	The California Department of Public Health announces the extension of its mask mandate. The order is in effect December 15, 2021 to February 15, 2022.
January 5, 2022	City of Foster City/EMID announces that City Council, Planning Commission, citizen advisory committees, and other public meetings will be held virtually for the months of January and February starting January 13, 2022.
February 16, 2022	Indoor masking is no longer required by the State or County, except for unvaccinated individuals. Everyone, regardless of vaccination status, must continue to mask indoors in high-risk settings, including public transportation, health care settings, congregate settings like correctional facilities and homeless shelters, long-term care facilities, and in K-12 schools and childcare settings.
March 7, 2022	The City Council returned to in-person hybrid public meetings.
March 14, 2022	Indoor masking is no longer required, though strongly encouraged, at City facilities.



NOVEL CORONAVIRUS (COVID-19) RESPONSE PLAN SUMMARY

Last Updated: Thursday, March 10, 2022

OVERALL OBJECTIVE: To keep the community safe, reduce the risk of transmission, and help slow the spread novel Coronavirus (COVID-19)

OBJECTIVE	ACTION ITEMS	STATUS
TO MAINTAIN COMPLIANCE WITH PUBLIC HEALTH ORDERS FROM THE COUNTY AND STATE (SHELTER IN PLACE/STAY AT HOME)	Monitor the evolving COVID-19 situation and work closely with the County and neighboring jurisdictions <ul style="list-style-type: none">• Update Countywide Matrix with operational changes (Last Updated 03/18/20)• Participate in conference calls which includes Elected Officials, City Managers, City Attorneys, Public Safety (Daily Until 03/25/20; Monday, Wednesday, Friday Until 05/18/20; Wednesday & Friday Until 06/24/20; Wednesday Until 10/21/20; Transitioned to Every 2 Wednesdays Until 06/09/21, Ending Thereafter)• Participate in Special Briefings which includes Elected Officials, City Managers, and Public Safety as needed (01/13/22)• Nexus with City Attorney/County Counsel for Guidance (As Needed)• Update 211 Bay Area (a program of United Way Bay Area) with City Updates	Ongoing
	Work in alignment with SMC Fire (Member Agencies) to coordinate response <ul style="list-style-type: none">• Proclamation of Local Emergency (City Manager/Director of Emergency Services Proclaimed on 03/16/20; City Council Ratified on 03/18/20; Extended on 04/06/20, 06/01/20, 07/20/20, 09/08/20, 11/02/20, 01/04/21, 03/01/21, 05/17/21, 07/19/21, 09/20/21, 11/15/21, 12/13/21, 01/18/22, 2/22/22, and 3/21/22 (Scheduled)• Joint, Multiagency Emergency Operation Center (Activated on 03/16/20; Transitioned from Assigned Foster City Liaison to Multiple Staffed Positions; Transitioned to Virtual EOC on 05/11/20; Closed EOC on 05/29/20)<ul style="list-style-type: none">○ Daily Emergency Action Plan (EAP) prepared and distributed by EOC○ Daily Situation Status Report (SIT STAT) created and distributed by EOC	Ongoing
	Implement adjustments to City services and operations in response to Public Health Orders	Ongoing

- [Order No. c19-2, dated March 12, 2020](#)
 - Cancelled all non-essential meetings, events, and large gatherings through month of March
 - Issued refunds for voluntary cancellations
 - No longer accepted new facility reservation requests
 - Implemented social distancing measures for any upcoming, essential meetings
 - Restricted non-essential travel for all employees
 - Encouraged public to utilize City services available online, over-the-phone, and/or email
- [Order No. c19-5, dated March 16, 2020](#)
 - City Facilities Closure through April 7, 2020, including park amenities such a playgrounds, restrooms, fenced/gated facilities
 - Transitioned all future City Council and Planning Commission meetings to be conducted via teleconference/video conference
 - Cancelled all classes and programs through April 7, 2020
 - Transitioned employees to telework/remote
- [Order No. c19-5b \(Revised\), dated March 31, 2020](#)
 - City Facilities Closure through May 3, 2020, including park amenities such a playgrounds, restrooms, fenced/gated facilities
 - Extended limitations to recreational activity spaces, with only park pathways and open green space (nonathletic fields) remaining opening
 - Cancelled all non-essential meetings and events through May 3, 2020
 - Issued stop work orders to cease all non-essential construction activity immediately
 - Posted required Social Distancing Protocol and Signage
- [Health Recommendation \(to Cover Face\), dated April 2, 2020](#)
 - All essential workers on-site, in-field to follow same recommendations and be an example to the community by wearing appropriate coverings at all times
- [Order No. c19-8, dated April 17, 2020](#)
 - All employees to have face coverings at all times, when working with others and in areas that are frequented by your co-workers, including hallways, restrooms, stairways, lunch and break rooms, and other shared spaces.
- [Order No. c19-5c \(Revised\), dated April 29, 2020](#)
 - City Facilities Closure through May 31, 2020, including park amenities such a playgrounds, restrooms, fenced/gated facilities
 - Cancelled all non-essential meetings and events through May 31, 2020
 - Construction, landscaping and gardening work allowed to resume

- Posted required, updated Social Distancing Protocol and Signage
- Developing phased reopening of City facilities based on evaluation of easing of restrictions within Order
- [Order No. c19-5d \(Revised\), dated May 15, 2020](#)
 - Developed phased reopening of City facilities based on evaluation of easing of restrictions within Order, with outlined protocols and best practices on preventative measures, site-specific changes, reconfigurations, screening, cleaning/disinfecting, communication & posting, etc.
 - Outdoor facilities with high-touch equipment or that encourage gathering must remain closed to public access. Such facilities include playgrounds, gym equipment, climbing walls, picnic areas, dog parks, spas, and barbecue areas.
 - Removal of previous order's limit on travel for recreational activities to within 10 miles from home
- [Order No. c19-8b \(Revised\), dated May 19, 2020](#)
 - All members of the public and workers to wear face coverings at all times
- [Order No. c19-5e \(Revised\), dated May 28, 2020](#)
 - Additional activities allowed, including places of worship, retail, car parades, and protests
 - Reopened four (4) pickleball and two (9) tennis courts; implementing reservation system and active monitoring by City staff
 - Cancelled all non-essential meetings and events through June 30, 2020
 - Reevaluated all major City special events (such as Fourth of July, Summer Concerts, and Summer Days) and proposed plans for events in virtual, modified formats
- [Order No. c19-5f \(Revised\), dated June 4, 2020](#)
 - Additional activities allowed, including outdoor dining, charter boat operations, and funerals
 - Reopened beach parks, boat docks, two (2) walking tracks, and parking lots of all (except one) park sites
 - Developed visitor protocols to provide guidance on requirements and expectations of those seeking in-person services, with outlined protocols and best practices on preventative measures, self-health assessments, face covering and social distance requirements, capacity levels, etc.
 - More employees reintroduced into the workplace; implementation of appointment scheduling software to allow in-person services beginning June 15, 2020
- [Order No. c19-11, dated June 17, 2020](#)

- Limits gatherings to no more than 50 people, outlines social distancing and face covering requirements, allows for social bubbles of no more than 12, and requires businesses to implement a social distancing protocol and written health and safety plans
- Reopened all pickleball and tennis courts, as well as removed reservation system and active monitoring by City staff
- Reopened bocce ball courts and volleyball courts
- Reopened park restrooms at five (5) locations
- More employees to be reintroduced into the workplace; however reopening of all City facilities postponed until further notice
- [County Added to State Monitoring List, July 29, 2020](#)
 - Shut down of certain industries or activities, unless modified to operate outside
 - City temporarily suspends code enforcement actions against businesses such as salons/barbers, personal care services, gyms/fitness centers, and offices that are not currently permitted to provide outdoor operations
 - Skate park reopened on August 14, 2020
- [County Ranked Purple in State's New Color-Coded Reopening System, August 28, 2020](#)
 - Effective August 31, all retail and shopping centers can open at 25% capacity, and all hair salons and barbershops can resume indoor operations
- [County Ranked Red in State's New Color-Coded Reopening System, September 22, 2020](#)
 - Restaurants indoors (max 25% capacity or 100 people, whichever is fewer)
 - All retail indoors (max 50% capacity)
 - Shopping centers, swap meets indoors (max 50% capacity, closed common areas)
 - Personal care services – hair and nail salons, barbershops (open with modifications)
 - Museums, zoos and aquariums (max 25% capacity)
 - Places of worship (max 25% capacity or 100 people, whichever is fewer)
 - Movie theaters in doors (max 25% capacity or 100 people)
 - Schools one step closer to reopening (only after two weeks in Tier 2/Red)
- [CA Department of Public Health New Guidance on Playgrounds and Outdoor Recreational Facilities, September 28, 2020](#)
 - Playgrounds, basketball courts, all park bathrooms, the Fitness Court, and the Skate Park to reopen, with restrictions, on October 8
 - Parks staff preparing for reopening of amenities by sanitizing all playgrounds and removing fencing

- [County Ranked Orange in State's Color-Coded Reopening System, October 27, 2020](#)
 - Indoor family entertainment centers, outdoor bars and breweries not
 - serving food, indoor climbing walls and certain other businesses and activities to open with capacity restrictions
 - Dine-in restaurants, movie theaters, places of worship and additional businesses can boost their indoor capacities as well
- [Order No. c19-7c \(Revised\), dated October 29, 2020](#)
 - Updated orders for individuals who are close contacts of a positive case (for quarantine) or who have tested positive for COVID-19 (for isolation), along with instructions for home quarantine and home isolation
 - Specific rules applicable to health care workers and first responders
- [County Ranked Red in State's Color-Coded Reopening System, November 17, 2020](#)
 - Restaurants indoors (max 25% capacity or 100 people, whichever is fewer)
 - All retail indoors (max 50% capacity)
 - Shopping centers, swap meets indoors (max 50% capacity, closed common areas)
 - Personal care services – hair and nail salons, barbershops (open with modifications)
 - Museums, zoos and aquariums (max 25% capacity)
 - Places of worship (max 25% capacity or 100 people, whichever is fewer)
 - Movie theaters in doors (max 25% capacity or 100 people, whichever is fewer)
 - Gyms and fitness centers indoors (max 10% capacity)
- [County Ranked Purple in State's Color-Coded Reopening System, November 29, 2020](#) and [Limited Stay at Home Order, starting November 30, 2020](#)
 - Businesses and activities that may have been operating indoors – including places of worship, movie theaters, gyms and museums – must move outdoors or close.
 - Shopping malls and all retail must operate at no more than 25 percent capacity.
 - Prohibited residents from leaving their homes to gather with other households from 10 p.m. to 5 a.m.
- [Regional Stay at Home Order, starting December 17, 2020](#)
 - Prohibits private gatherings of any size, except for outdoor church services and political demonstrations.
 - Restaurants must stop offering in-person dining and can offer only take-out and delivery.
 - Many businesses and activities must close, including salons and barbershops.
 - Retail can remain open at 20 percent capacity.

- Nonessential travel and the use of hotels or short-term rentals for leisure is banned.
- [County Ranked Purple in State's Color-Coded Reopening System, January 25, 2021](#)
 - Businesses and activities that may have been operating indoors – including places of worship, movie theaters, gyms and museums – must move outdoors or close.
 - Shopping malls and all retail must operate at no more than 25 percent capacity.
- [County Ranked Red in State's Color-Coded Reopening System, February 24, 2021](#)
 - Restaurants indoors (max 25% capacity or 100 people, whichever is fewer)
 - All retail indoors (max 50% capacity)
 - Shopping centers, swap meets indoors (max 50% capacity, closed common areas)
 - Personal care services – hair and nail salons, barbershops (open with modifications)
 - Museums, zoos and aquariums (max 25% capacity)
 - Places of worship (max 25% capacity or 100 people, whichever is fewer)
 - Movie theaters in doors (max 25% capacity or 100 people, whichever is fewer)
 - Gyms and fitness centers indoors (max 10% capacity)
- [County Ranked Orange in State's Color-Coded Reopening System, March 17, 2021](#)
 - Restaurants indoors (max 50% capacity or 200 people, whichever is fewer)
 - All retail/shopping indoors (open with modifications, closed common areas and reduced capacity in food courts)
 - Museums, zoos and aquariums (max 50% capacity)
 - Places of worship (max 50% capacity or 200 people, whichever is fewer)
 - Movie theaters indoors (open with modifications)
 - Gyms and fitness centers indoors (max 25% capacity, indoor pools and climbing walls open)
- [CA Department of Public Health New Guidance on Travel, April 2, 2021](#)
 - CDPH and the CDC recommend delaying travel until persons are fully vaccinated. Fully vaccinated travelers should follow CDC travel guidance and are not required to test or quarantine before or after travel unless they have symptoms concerning for COVID-19 disease.
- Governor Gavin Newsom outlines the State's next step in the COVID-19 pandemic recovery, moving beyond the Blueprint for a Safer Economy, and announces that on June 15, California will fully reopen if criteria are met.
- [CA Department of Public Health New Guidance on Gatherings and Live Events, April 15, 2021](#)

- For the Orange Tier starting on April 15, outdoor gathering size increases to 50 people.
- For private events or meetings such as receptions or conferences, outdoor gatherings are limited to 100 people.
- Indoor live events or performances are allowed with capacity limits and modifications including physical distancing, advance ticket purchases, designated areas for eating and drinking, and attendance limited to in-state visitors.
- [CA Department of Public Health New Guidance on Use of Face Coverings, May 3, 2021](#)
 - For fully vaccinated persons, face coverings are not required outdoors except when attending crowded outdoor events, such as live performances, parades, fairs, festivals, sports events, or other similar settings.
 - For unvaccinated persons, face coverings are required outdoors any time physical distancing cannot be maintained, including when attending crowded outdoor events, such as live performances, parades, fairs, festivals, sports events, or other similar settings.
 - In indoor settings outside of one's home, including public transportation, face coverings continue to be required regardless of vaccination status, except as outlined below.
- [County Ranked Yellow in State's Color-Coded Reopening System, May 12, 2021](#)
 - Allows expanded capacity at restaurants, gyms, movie theaters, indoor businesses and a host of other operations.
 - Bars that do not serve food can reopen indoors with a maximum capacity of 25 percent or 100 people, whichever is fewer.
- California officially reopens and moves "[Beyond the Blueprint](#)," which ends the the color-coded reopening tier systems and lifts most restrictions on businesses. [The County of San Mateo fully aligns with all state COVID-19 health and safety guidelines and has no plans to impose separate guidance.](#)
 - Most County of San Mateo offices opened to the public on June 15, 2021.
 - City of Foster City reopens Council Chambers and begins hybrid in-person and virtual City Council meetings on July 19, 2021.
 - City of Foster City reopens City Hall to general public for walk-ins during regular business hours from 8:00 AM-5:00 PM, Monday to Friday, on July 26, 2021.
 - City of Foster City reopens Recreation Center and begins offering indoor programs again on August 9, 2021.
- [Order No. c19-12, dated August 3, 2021](#)

- Directs that face coverings shall be worn, regardless of vaccination status, over the mouth and nose, in all indoor public settings, venues, gatherings, and workplaces, such as, but not limited to: offices, retail stores, restaurants and bars, theaters, family entertainment centers, conference centers and government offices serving the public.
- Governor Gavin Newsom signs [Assembly Bill 361](#) on September 16, 2021, as the provisions of Executive Order No. N-29-20 (as revised by Executive Order No. N-08-21), which modifies the requirements for conducting meetings via teleconference during the COVID-19 pandemic, expires on September 30, 2021.
- County Health issues [criteria for lifting COVID-19 indoor masking requirements](#) to allow organizations to set those requirements independently, when all of the following are achieved, October 7, 2021:
 - The rate of COVID-19 transmission reaches the [“moderate” or yellow tier](#) and remains there for at least three weeks; AND
 - The number of people hospitalized for COVID-19 is low and stable in the judgement of local health officials; AND
 - The percent of the total population that is fully vaccinated – two doses of Pfizer or Moderna or one dose of Johnson & Johnson – reaches 80 percent OR eight weeks have passed since a COVID-19 vaccine has been authorized for emergency use by federal and state authorities for 5- to 11-year-olds.
- [CA Department of Public Health Statewide Mandate on Masks, December 15, 2021](#)
 - Requiring masks to be worn in all indoor public settings, irrespective of vaccine status, until February 15, 2022
- In alignment with the State, [San Mateo County will rescind indoor mask requirements effective February 16, 2022](#). Unvaccinated individuals will still be required to mask indoors. Everyone, regardless of vaccination status, will be required to mask indoors in high-risk settings, including public transportation, health care settings, congregate settings like correctional facilities and homeless shelters, long-term care facilities, and in K-12 schools and childcare settings.
 - City of Foster City reopens Council Chambers and returns to hybrid in-person and virtual City Council meetings on March 7, 2022.
 - Indoor masking, though strongly encouraged, is no longer required at City facilities effective March 14, 2022.

OBJECTIVE	ACTION ITEMS	STATUS
TO PROVIDE ESSENTIAL SERVICES AND CONTINUITY OF CITY OPERATIONS WITH	Implement Continuity of Operations/Government (COOP/COG) Plans <ul style="list-style-type: none"> • Identify essential services; includes public safety, water and wastewater, critical infrastructure maintenance, etc. (Detailed by Department in Separate Document) 	Ongoing; Changes with Progress

MINIMAL DISRUPTION (TO EXTENT POSSIBLE)	<ul style="list-style-type: none"> Identify essential workers and establish staffing levels necessary to carry out essential functions (Detailed by Department in Separate Document) 	
	Establish and coordinate COVID-19 Response Team <ul style="list-style-type: none"> Includes Department Heads and 1-2 Essential Employees from Each Department Centralized Point of Contact with Joint, Multiagency Emergency Operations Center Check-In Meetings (Transitioned from Weekly, to Biweekly, and to As Needed) After Action Debrief Meeting on 06/24/20 	Ongoing
	Establish and coordinate COVID-19 Return to Work Taskforce <ul style="list-style-type: none"> Organized by City Manager and Human Resources Departments, and Includes 1-2 Employees from Each Department Developed 'Employee Return to Work' Policy as well as Visitor Policy & Protocols Developed 'Adaptable Work Schedule Program' 	Ongoing

OBJECTIVE	ACTION ITEMS	STATUS
TO EFFECTIVELY COMMUNICATE, EDUCATE, AND INFORM THE COMMUNITY	Provide reliable information to the community that is uniform and consistent with the County & State guidelines <ul style="list-style-type: none"> Participate in PIO conference calls Share information as released by County in an effort to centralize resources Coordinate messaging with SMC Fire (Member Agencies) for consistency Create landing page of COVID-19 general information on City website – https://www.fostercity.org/covid19 Create landing page of COVID-19 available City services online and by appointment on City website – https://www.fostercity.org/citymanager/page/citywide-services Create landing page of COVID-19 response/programs on City website – https://www.fostercity.org/citymanager/page/foster-city-covid-19-response Create landing page of COVID-19 business resources on City website – https://www.fostercity.org/citymanager/page/covid-19-business-resources Enable alert on top header of City website with latest City update on COVID-19 Enable spotlight on City website main page directing to COVID-19 landing page 	Ongoing
	Provide messaging that increases public awareness of mandatory precautionary measures and available resources for the community <ul style="list-style-type: none"> Signage – <ul style="list-style-type: none"> City Facilities Closures – Posted at Building Entrances, Gated Park Facilities, Playgrounds, Bathrooms, etc. Electronic Board (for Social Distancing) – Placed on Levee Pedway Chalk Markings (for Social Distancing) – 6 Feet Markers on Levee Pedway Metal Signage (for Social Distancing) – Posted Along Levee Pedway 	Ongoing

- City Facilities Requirements – Face Coverings, Social Distancing Guidelines/Floor Markers, Limited Capacity in Common Spaces, etc.
- FCTV Bulletin – Updated with COVID-19 Information
- Electronic Marquee – Updated with COVID-19 Information
- Press Releases –
 - [March 11, 2020](#)
 - [March 13, 2020](#)
 - [March 15, 2020](#)
 - [March 16, 2020](#)
 - [April 3, 2020](#)
 - [April 8, 2020](#)
 - [April 22, 2020](#)
 - [April 23, 2020](#)
 - [April 30, 2020](#)
 - [May 27, 2020](#)
 - [June 3, 2020](#)
 - [October 7, 2020](#)
 - [June 2, 2021](#)
 - [June 17, 2021](#)
 - [July 16, 2021](#)
 - [July 28, 2021](#)
 - [October 28, 2021](#)
 - [January 5, 2022](#)
 - [February 18, 2022](#)
 - [March 8, 2022](#)
- Videos/Public Service Announcements –
 - [Letter from Mayor](#) (Released 03/18/20)
 - [Video from Mayor](#) (Released 03/26/20)
 - [Letter from Mayor](#) (Released 03/31/20)
 - [Joint PSA with SMC Fire Member Agencies](#) (Released on 04/10/20)
 - [COVID-19 Relief Program](#) (Released 05/14/20)
 - [Summer Safety Message from City Council](#) (Released 06/04/20)
 - [Congratulations to Class of 2020](#) (Released on 06/09/20)
 - [Visit City Hall Online](#) (Released 07/01/20)
 - [Submit Permits Online](#) (Released 07/01/20)
 - [Wear a Mask](#) (Released 08/11/20)
- E-Newsletter/Weekly City Update –
 - [March 26, 2020](#)

- [April 1, 2020](#)
- [April 10, 2020](#)
- [April 16, 2020](#)
- [April 23, 2020](#)
- [May 1, 2020](#)
- [May 7, 2020](#)
- [May 14, 2020](#)
- [May 21, 2020](#)
- [May 28, 2020](#)
- [June 4, 2020](#)
- [June 11, 2020](#)
- [June 18, 2020](#)
- [June 25, 2020](#)
- [July 1, 2020](#)
- [July 9, 2020](#)
- [July 16, 2020](#)
- [July 23, 2020](#)
- [July 30, 2020](#)
- [August 6, 2020](#)
- [August 13, 2020](#)
- [August 20, 2020](#)
- [August 27, 2020](#)
- [September 3, 2020](#)
- [September 10, 2020](#)
- [September 17, 2020](#)
- [September 24, 2020](#)
- [October 1, 2020](#)
- [October 8, 2020](#)
- [October 15, 2020](#)
- [October 22, 2020](#)
- [October 29, 2020](#)
- [November 5, 2020](#)
- [November 12, 2020](#)
- [November 19, 2020](#)
- [November 26, 2020](#)
- [December 3, 2020](#)
- [December 10, 2020](#)
- [December 16, 2020](#)

- [December 31, 2020](#)
- [January 7, 2021](#)
- [January 15, 2021](#)
- [January 21, 2021](#)
- [January 28, 2021](#)
- [February 4, 2021](#)
- [February 11, 2021](#)
- [February 18, 2021](#)
- [February 25, 2021](#)
- [March 4, 2021](#)
- [March 11, 2021](#)
- [March 18, 2021](#)
- [March 25, 2021](#)
- [April 1, 2021](#)
- [April 8, 2021](#)
- [April 15, 2021](#)
- [April 22, 2021](#)
- [April 29, 2021](#)
- [May 6, 2021](#)
- [May 13, 2021](#)
- [May 20, 2021](#)
- [May 27, 2021](#)
- [June 3, 2021](#)
- [June 10, 2021](#)
- [June 17, 2021](#)
- [June 24, 2021](#)
- [July 1, 2021](#)
- [July 8, 2021](#)
- [July 15, 2021](#)
- [July 22, 2021](#)
- [July 29, 2021](#)
- [August 5, 2021](#)
- [August 12, 2021](#)
- [August 19, 2021](#)
- [August 26, 2021](#)
- [September 2, 2021](#)
- [September 9, 2021](#)
- [September 16, 2021](#)

	<ul style="list-style-type: none"> ○ September 23, 2021 ○ September 30, 2021 ○ October 7, 2021 ○ October 14, 2021 ○ October 21, 2021 ○ October 28, 2021 ○ November 4, 2021 ○ November 10, 2021 ○ November 18, 2021 ○ November 24, 2021 ○ December 2, 2021 ○ December 9, 2021 ○ December 16, 2021 ○ December 22, 2021 ○ December 29, 2021 ○ January 13, 2022 ○ January 27, 2022 ○ February 10, 2022 ○ February 24, 2022 ● Recology Billing Mailer – <ul style="list-style-type: none"> ○ June: “We’re in this together, Foster City! Thank you for helping slow the spread of COVID-19. Practice social distancing of at least 6 feet, wear a face covering, and wash your hands frequently. Follow Foster City news and updates at www.fostercity.org/covid19.” ○ August: Flyer – “It’s up to all of us, Foster City” <p>Participate in opportunities for community education whenever possible</p> <ul style="list-style-type: none"> ● City Manager provided COVID-19 update to Rotary Club on 03/25/20 (via Zoom) ● Patrol Officers to educate public whenever responding to/enforcing violation reports ● Police Chief to host Community Connect/FCPD Virtual Station Tour/Live Q&A event on 04/16/20 (via Facebook Live) ● City Manager and Mayor provided update to Foster City Village on 03/23/21 (via Zoom) ● Partnered with Congresswoman Speier to host a week-long “In America: Remember” exhibit honoring San Mateo County residents who died of COVID-19 from 11/07/21 to 11/14/21 	Ongoing
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OBJECTIVE	ACTION ITEMS	STATUS
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TO SUPPORT NEEDS OF VULNERABLE/AT-RISK POPULATIONS, MOBILIZING COMMUNITY-BASED ORGANIZATIONS, NON-PROFITS, AND PRIVATE SECTOR

Work in partnership with community-based organizations and/or non-profits to help support needs of at-risk populations

- Volunteers at-Large: Direct all volunteer inquiries to County for centralized deployment system – <https://www.surveymonkey.com/r/WSXH6PZ>
- Senior Services:
 - Rotary Club Senior Meals Program – Generally, first and third Tuesday of the month; however, suspended until further notice as they have a highly social aspect to them.
 - Foster City Village – Actively conducting Meals on Wheels (Monday-Friday), providing transportation to urgent medical appointments, picking up prescriptions, and conducting their “We Care” program where FCV volunteers make phone calls to their members as a friendly, supportive check in
 - Foster City Village – City Council allocated \$5,000 on 04/06/20 to help provide protective supply purchases, grocery bag deliveries, food distributions, and gasoline cards for volunteer drivers. These measures will help with additional expenses incurred by the Village as they continue operations while protecting our seniors during the pandemic.
 - Senior Shopping Hours – Foster City Safeway (Tuesdays and Thursdays from 6:00 AM-9:00 AM), Target at Bridgepointe (Tuesdays and Wednesdays from 8:00 AM-9:00 AM), Lucky Supermarkets (Tuesdays and Thursdays from 6:00 AM-9:00 AM), Costco (Tuesdays and Thursdays from 8:00 AM-9:00 AM), Ranch 99 (every weekday from 8:00 AM-9:00 AM), and Trader Joe's (daily from 9:00 AM-10:00 AM)
 - Foster City Village – Comfort Care Meal Delivery Program for 20 Weeks (01/28/21 to 06/10/21) includes one weekly meal prepared by rotating Foster City restaurants and hand-delivered by volunteer cadre (including Foster City staff)
- Food Distribution:
 - Second Harvest Food Bank – Pre-boxed meals distribution to take place the first and third Friday at 9:00 AM/9:30 AM at the Recreation Center parking lot, in a drive-up fashion
 - SMFC School District Food Program – Free meal program, grab and go style breakfast and lunch meals, available for all kids and teens 18 and under at Foster City Elementary School. City Council approved allocation of \$10,000 on 05/11/20 to help costs of expanding this program. [ENDED]
 - Great Plates Program – Delivering meals to older adults who are at heightened risk and are unable to obtain or prepare meals on their own while sheltering in place [ENDED]

Ongoing

	<ul style="list-style-type: none"> ○ Impossible Market pilot program, not to exceed \$5,000, to introduce food & grocery subscription subsidy for 100 financially-impacted Foster City families approved by City Council on 11/02/20 [DISCONTINUED] • <u>Students/Distance Learning:</u> <ul style="list-style-type: none"> ○ SMFC Education Foundation – City Council approved allocation of \$10,000 to help supplement costs of hot spots and internet access to carry out distance learning programs. <p>Collaborate with the County, SAMCEDA, and Foster City Chamber of Commerce to understand impacts of COVID-19 on businesses and develop financial assistance programs that can offer immediate relief as needed</p> <ul style="list-style-type: none"> • Issued survey to businesses to better understand economic impacts of COVID-19 – https://www.surveymonkey.com/r/BXH6H86 • Built Business Resources Page on City website that includes latest updates – https://www.fostercity.org/citymanager/page/covid-19-business-resources • Built directory of businesses open/available for delivery or pick-up – https://local.fostercity.org/ • Help promote San Mateo County Strong Fund, donation fund to help residents, nonprofit organizations and small businesses – https://www.smcstrong.org/ • Evaluated U.S. Senate Bill S.3548 - Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and an informational report was provided to the City Council on 04/06/20. • Developed Small Businesses Resiliency Grant Program to support operations and help avert layoffs during the COVID-19 public health emergency. \$500,000 (allocated for a grant of \$10,000 per business for up to 50 businesses) approved by City Council on 04/06/20. • Expanded Support Local Foster City Campaign to provide vouchers through the Support Local Stamp Me app, allowing customers to get take-out during the shelter in place order. \$25,000 (allocated for \$10 vouchers to be offered to all Stamp Me users) approved by City Council on 04/06/20. • Consider options for Moratorium on Commercial Evictions (TBD; County covers unincorporated areas only) • Participated in Chamber of Commerce “Chamber Cares Initiative” Weekly Meeting re: COVID-19 Impacts on Non-Profits 06/16/20 • Outdoor dining temporarily allowed for restaurants looking to provide outdoor dining service and suspended Code Enforcement actions approved by City Council on 07/06/20 • Prepared and distributed approximately (100) Rethink, Reopen, Restart Kits to storefront businesses in shopping centers to support reopening efforts 	Ongoing
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- Outdoor services temporarily allowed for businesses such as salons/barbers, personal care services, gyms/fitness centers, and offices, and suspended Code Enforcement actions approved by City Council on 07/31/20
- Terms of a Revolving Business Loan Program (Approved by City Council on 09/28/20); Establishment of RBLP (Approved by City Council on 11/02/20, then decision to defer thereafter on 03/15/21)
- Analysis of waiving or deferring permit fees and business license fees for one year to prioritize commercial spaces for waiving of permit fees (Direction initially provided by City Council on 11/02/20, then decision to not pursue further thereafter on 03/15/21)
- Expanded Support Local Foster City Campaign to provide vouchers through the Support Local Stamp Me app, allowing customers to get take-out during the shelter in place order. Additional \$25,000 (allocated for \$10 vouchers to be offered to all Stamp Me users) approved by City Council on 11/16/20.
- Helped promote Restaurant, Brewery & Winery Relief, relief fund to help small business impacted by the pandemic – <https://www.smcstrong.org/restaurantrelief>
- Partnered with the Chamber of Commerce to distribute two surveys – Business Needs and Shopper Preferences, which was open between 03/11/21-03/11/21; findings received and accepted by City Council on 04/19/21
- Small Business Assistance Plan presented to City Council on 05/17/21 and on 06/21/21
- Helped promote living!LOCAL Holiday Marketplace by Chamber of Commerce to highlight local goods and services, and benefitting both shoppers and family-run businesses – <https://www.whimlocal.com/event/livinglocal/feed>
- Helped promote Microfood Business Grant Program to help microfood businesses that have not received assistance from the County COVID-19-relief programs in the past 12 months – <https://www.smcstrong.org/archivedapplyforfunding>

Continue dialogue with hotels to understand impacts of COVID-19 on occupancy and consider use of hotels as alternative care facilities

Ongoing

- Connected Nathan Tsai (owner of Crowne Plaza and Towne Place Suites) with County Manager Mike Callagy regarding 650 rooms available

Address risks of homelessness and/or displacement

- Countywide eviction moratorium ordinance; resolution adopting an Emergency Regulation, Pursuant to Section 8634 of the Government Code and Chapter 2.46 of the San Mateo County Ordinance Code, establishing a temporary, countywide moratorium on eviction for non-payment of rent by residential tenants directly impacted by the COVID-19 pandemic; extended through July 28, 2020 by Board of Supervisors on 06/23/20
- Temporary countywide eviction moratorium for non-payment of rent by residential tenants directly impacted by the COVID-19 pandemic through August 31 and extended

Passed on
03/24/20;
06/23/20;
08/04/20

	the time period in which delayed payments shall be made; amendment to Emergency Regulation approved by Board of Supervisors on 08/04/20	
	<ul style="list-style-type: none"> Allocation of \$1 million to the San Mateo County Emergency Financial Assistance Program (ERAP) and continued outreach for the state Emergency Rental Assistance Program to help residents impacted by COVID-19. Eligible applicants include renters/tenants those who have experienced financial hardship due to COVID-19, have past due rent or utilities, and have a household income that is not more than 80% of the area median income, as well as property owners/landlords with income-eligible renters. Approved by Board of Supervisors on 06/29/21 	
	<p>Support mental wellness/wellbeing of the Foster City Community</p> <ul style="list-style-type: none"> Promote and expand on Virtual Recreation and Resource Center to keep community engaged and active – https://www.fostercity.org/parksrec/page/virtual-recreation-and-resource-center Promoted San Mateo County Psychological Association (SMCPA) Virtual Town Halls (04/05/20 and 04/09/20) Participated in ‘Thank You Event’ at San Mateo Medical Center with SMC Fire Member Agencies, Public Safety Personnel, City Staff, and Legislative Officials (05/04/20) 	Ongoing
	<p>Build out database for Countywide Community Evacuation Interface to support mass shelter in place and assist with information sharing – https://community.zonehaven.com/</p> <ul style="list-style-type: none"> Assigned liaison to support data needs, provide resources, and update map 	Ongoing

OBJECTIVE	ACTION ITEMS	STATUS
TO FOSTER A SAFE WORKPLACE AND ENABLE THE EMPLOYEE BASE TO PERFORM	<p>Scale workforce to essential functions only and transition employees to telework/remote to extent possible</p> <ul style="list-style-type: none"> Distributed Teleworking Policy and Form to all employees (March 2020 and December 2020) Staffing levels/schedule established on a weekly/monthly basis (dependent on department) Provided regular updates to all employees via City Manager and Human Resources (issued 11 internal memos to-date) and Management Team Meeting (on 05/27/20) and All-Hands Meeting (on 05/28/20, 07/29/20, and 12/15/20) Provided regular updates to City staff via bimonthly City Manager update “The Bulletin” (First and Third Fridays of Each Month); transitioning to monthly updates in 2021 Shared information on Families First Coronavirus Response Act Provided tools for all employees to effectively work remotely (with IT Assistance); includes equipment issuance, tele/video conferencing tools such as Microsoft Teams 	Ongoing

	<p>and Zoom, and web-based Employee Resource Page – https://www.fostercity.org/employees</p> <ul style="list-style-type: none"> Established 'Return to Work Taskforce' and Developed 'Employee Return to Work' Policy Developed 'Adaptable Work Schedule Program' 	
	<p>Ensure safety of front-line/essential personnel, i.e. first responders</p> <ul style="list-style-type: none"> Ensure personnel are equipped with PPE and are able to minimize in-person interactions whenever possible (reduced access to Police & Fire Departments, alternate teams/shifts, etc.) Provide accommodations for quarantining/isolation by coordinating with County EOC Provide resources to COVID-19 testing if needed through https://verily.com/ or https://www.projectbaseline.com/study/covid-19/ Provide childcare options for front-line/essential personnel, i.e. first responders – https://sanmateo4cs.org/ <ul style="list-style-type: none"> Shared survey to gather information and better assess needs jurisdiction – https://www.surveymonkey.com/r/SMC_COVID19_childcare Implemented self-health assessment/screening requirement at entry points; including installation of thermal scanners at City Hall and Police Department Posted required Social Distancing Protocol and Signage at City facility entrances and share information with all employees Informed all employees of Face Covering Requirement; providing supply of masks if necessary Departments coordinating with 'Return to Work Taskforce' for site-specific modifications/adaptations (including spacing and health/sneeze guards); as well as visitor safety protocols Acquired donation of ~5,000 cloth face coverings through U.S. Conference of Mayors 'Masks for Mayors Initiative' Sanitation station/supplies set up in various locations throughout City facilities Acquiring COVID-19 at-home/self-test kits through County for public safety personnel 	Ongoing

OBJECTIVE	ACTION ITEMS	STATUS
TO PROVIDE LONG-TERM STRATEGIC PLANNING IN RESPONSE TO COVID-19 AND POTENTIAL IMPACTS TO CITY OPERATIONS	<p>Continue to monitor and work with the County to understand trajectory of COVID-19 and how it may impact City operations and needs of the community</p> <ul style="list-style-type: none"> Modeling data will be used a basis to prepare for contingencies where needed and to prepare for reopening of economy/transition to normal operations through phased approach Assigned representative to County's Long-Term Strategic Planning Taskforce 	Ongoing

	<ul style="list-style-type: none"> • Created 'Return to Work Taskforce' to develop policy/strategy for reopening City facilities; as well as policy/safety protocols for visitors & members of the public • Created 'Parks Reopening Taskforce' to develop policy/strategy for reopening park facilities • Overview of San Mateo County Recovery Initiative presented to City Council on 10/05/20 and report accepted by Board of Supervisors on 10/06/20 <p>Evaluate and consider additional actions that are recommended or may be required dependent on outcome/progression of COVID-19 situation; including (but not limited to):</p> <ul style="list-style-type: none"> • Extension of City Facilities Closure (TBD; Based on Public Health Order and Until Further Notice) • Suspend or Freeze Shut-Offs/Disconnection of Water Service for Non-Payment (Currently in Effect) • Waiver of Credit Card Fees for Online Payment of Utilities Through June 30, 2020 (Approved by City Council on 04/06/20) • Explore Feasibility of Charging Tier 1 Rates for Water Service (No Longer Pursuing Due to Minor Cost Difference) • Developed Small Businesses Resiliency Grant Program to support operations and help avert layoffs during the COVID-19 public health emergency. \$500,000 (allocated for a grant of \$10,000 per business for up to 50 businesses) approved by City Council on 04/06/20. • Expanded Support Local Foster City Campaign to provide vouchers through the Support Local Stamp Me app, allowing customers to get take-out during the shelter in place order. \$25,000 (allocated for \$10 vouchers to be offered to all Stamp Me users) approved by City Council on 04/06/20. • Consider Options for Moratorium on Commercial Evictions (TBD; County covers unincorporated areas only) • Freeze Hiring/New Recruitments and Filling of Vacant Positions (Currently in Effect) • Initiated Friendly Streets, Foster City Initiative, dedicating approximately a 1.75 mile stretch of road on northbound Beach Park Boulevard for bicyclists and runners. One lane will be barricaded off from cars to allow bicyclists and runners to safely use the designated detour. In parallel with the detour, this stretch of Levee Pedway is reserved for walking only. (Approved by City Council on 04/06/20) [DISCONTINUED] • Expanded Friendly Streets, Foster City Initiative to extend lane closure on Beach Park Boulevard from Teal Street to Gull Avenue (Approved by City Council on 05/11/20) [DISCONTINUED] • Allocated \$20,000 total (\$10,000 each) to the San Mateo-Foster City Elementary School District/Community Education Foundation for its Free Meal Program and Mobile Hotspot/Wi-Fi for Distance Learning (Approved by City Council on 05/11/20) 	Ongoing
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- COVID-19 Recovery Planning Update provided at City Council Vision & Policy Summit (on 06/04/20)
- Outdoor Dining Temporarily Allowed for Restaurants Looking to Provide Outdoor Dining Service and Suspended Code Enforcement Actions (Approved by City Council on 07/06/20)
- Prepared and distributed approximately (100) Rethink, Reopen, Restart Kits to storefront businesses in shopping centers to support reopening efforts
- Outdoor Services Temporarily Allowed for Businesses (such as salons/barbers, personal care services, gyms/fitness centers, and offices) and Suspended Code Enforcement Actions (Approved by City Council on 07/31/20)
- Terms of a Revolving Business Loan Program (Approved by City Council on 09/28/20); Establishment of RBLP (Approved by City Council on 11/02/20, then decision to defer thereafter on 03/15/21)
- Analysis of waiving or deferring permit fees and business license fees for one year to prioritize commercial spaces for waiving of permit fees (Direction initially provided by City Council on 11/02/20, then decision to not pursue further thereafter on 03/15/21)
- Impossible Market pilot program, not to exceed \$5,000, to introduce food & grocery subscription subsidy for 100 financially-impacted Foster City families approved by City Council on 11/02/20 [DISCONTINUED]
- Expanded Support Local Foster City Campaign to provide vouchers through the Support Local Stamp Me app, allowing customers to get take-out during the shelter in place order. Additional \$25,000 (allocated for \$10 vouchers to be offered to all Stamp Me users) approved by City Council on 11/16/20.
- Helped promote Restaurant, Brewery & Winery Relief, relief fund to help small business impacted by the pandemic – <https://www.smcstrong.org/restaurantrelief>
- Partnered with the Chamber of Commerce to distribute two surveys – Business Needs and Shopper Preferences, which was open between 03/11/21-03/11/21; findings received and accepted by City Council on 04/19/21
- Small Business Assistance Plan presented to City Council on 05/17/21 and on 06/21/21

Monitor revenue impacts, explore options for expenditure reductions, and seek financial assistance/opportunities for cost recovery of funds

- Track damage estimates and expenditures related to COVID-19
- Log personnel time on Form 214s in relation to COVID-19 incident response
- Submit “Request for Public Assistance” through California Governor's Office of Emergency Services (Cal OES) Recovery Section for Federal Emergency Management Agency's (FEMA's) Public Assistance Program (Submitted on 04/02/20)

Ongoing

- | | | |
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| | <ul style="list-style-type: none">• Seek approval of the “Designation of Applicant's Agent Resolution for Non-State Agencies” for the Purpose of Cost Recovery Eligibility (Approved by City Council on 04/06/20)• Discussed City financial impacts related to COVID-19 (04/20/20 City Council Meeting)• Discussed projected financial impacts of COVID-19 beyond the current fiscal year (05/11/20 Budget Study Session)• Hired MGT Consulting for consultant services for COVID-19 CARES/FEMA Disaster Cost Recovery (08/24/20)• Quarterly updates on City’s economic performance and impacts related to COVID-19, including strategies to close long-term structural deficit (09/08/20 City Council Meeting) | |
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DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Priscilla Schaus, Communications Director/City Clerk

SUBJECT: PROCLAMATION REQUEST "RECOGNIZING THE 100TH
ANNIVERSARY OF COLLEGE OF SAN MATEO (CSM)"
(MAYORAL PROCLAMATION)

RECOMMENDATION

It is recommended that the City Council consider approval of the proclamation request for "Recognizing the 100th Anniversary of College of San Mateo (CSM)."

EXECUTIVE SUMMARY

A request was received on March 3, 2022 for a proclamation "Recognizing the 100th Anniversary of College of San Mateo (CSM)."

All proclamation requests are considered by the City Council in its regular course of business, and all proclamation requests require approval from a majority of the City Council. The proclamation has been drafted as a Mayoral Proclamation, per the requestor, which would be provided to the requester if the proclamation request is approved. There are two types of proclamations, Mayoral Proclamation which would be mailed to the requesting organization or presented at the organization's event and a City Proclamation, which would be agendized and presented at a future City Council meeting.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the "City Council Operations and Improved Community Engagement" Value/Priority Area.

Attachments:

- Attachment 1 - Draft Proclamation
- Attachment 2 - Proclamation Request



*Proclamation of the Mayor
City of Foster City, California*

**Recognizing the 100th Anniversary
of College of San Mateo (CSM)**

Whereas, **College of San Mateo (CSM)** was established in 1922 as the first community college in San Mateo County with 35 students and has since grown into a three-college district that has served multiple generations of students; and

Whereas, **CSM** has served as a gateway to higher education, transfer, workforce development, and self-enrichment rooted in a foundation of academic excellence, student support, community solidarity, and a desire to make the world a better place; and

Whereas, **CSM** is a leading degree-granting institution which offers 68 associate and transfer degree programs and an additional 81 professional and career certificates; and

Whereas, **CSM** is recognized as a top transfer institution to state universities with San Francisco State University, San Jose State University, and University of California, Davis, as the top three transfer schools for CSM students; and

Whereas, **CSM** classes are valued by local high school students through Middle College, concurrent and dual enrollment programs at Aragon High School, Burlingame High School, Capuchino High School, Carlmont High School, Half Moon Bay High School, Hillsdale High School, La Costa Adult School, Mills High School, Peninsula Continuation, Pilarcitos Continuation, San Mateo Adult School, San Mateo High School, and Sequoia High School which enable students to get a jump-start on their college education; and

Whereas, **CSM** is committed to respect, integrity, transparency, and inclusion, creating a campus culture that is antiracist and equity-advancing, where students and employees who are Black, Indigenous and People of Color, LGBTQIA+, differently abled, justice impacted, and undocumented are included, embraced, and celebrated for who they are; and

Whereas, **CSM** has collaborated with community partners such as Second Harvest Food Bank, the United Way of the Bay Area, Samaritan House, and San Mateo Credit Union to expand its support services to include basic needs such as direct aid to low-income students and programs to provide financial literacy, food and housing assistance, and mental health support; and

Whereas, **CSM** stands ready to enter a new century of opportunities and challenges while continuing to provide a liberatory education to empower all, now and for future generations; and

Whereas, **CSM** continues to be a vital resource for the City of Foster City and surrounding communities; and

Whereas, the City of Foster City has benefited from the educational opportunities, community partnerships, and economic mobility offered by **College of San Mateo**.

NOW, THEREFORE, I, RICHA AWASTHI, MAYOR OF THE CITY OF FOSTER CITY, officially recognize and celebrate the 100th Anniversary of **College of San Mateo (CSM)** and acknowledge its numerous contributions and the essential role it plays in the community.

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

RICHA AWASTHI, MAYOR

From: [Leila Perreras](#)
To: [Foster City City Clerk's Office](#)
Subject: Proclamations Request for CSM's Centennial Celebration on 3/31/22
Date: Thursday, March 3, 2022 10:15:11 AM
Attachments: [CSM Proclamation Outline 1 22 FINAL.docx](#)

Hi Priscilla,

I hope this email finds you well!

I am putting in a request for proclamations certificate for CSM's Centennial Celebration. The gala is on March 31st. Are you the correct contact to make this request? I was assuming to contact the office of the president for the BOS. Attached is the verbiage. Can you have this prepared for me and let me know when they will be ready for pick up?

Please let me know if you have any questions or need more information or if there is another contact I need to reach out for this request. My cell is (650) 678-8638.

Respectfully,

Leila

- Whereas, College of San Mateo (CSM) was established in 1922 as the first community college in San Mateo County with 35 students and has since grown into a three-college district that has served multiple generations of students; and
- Whereas, CSM has served as a gateway to higher education, transfer, workforce development, and self-enrichment rooted in a foundation of academic excellence, student support, community solidarity, and a desire to make the world a better place; and
- Whereas, CSM is a leading degree-granting institution which offers 68 associate and transfer degree programs and an additional 81 professional and career certificates; and
- Whereas, CSM is recognized as a top transfer institution to state universities with San Francisco State University, San Jose State University, and University of California, Davis, as the top three transfer schools for CSM students; and
- Whereas, CSM classes are valued by local high school students through Middle College, concurrent and dual enrollment programs at [Aragon High School](#), [Burlingame High School](#), [Capuchino High School](#), [Carlmont High School](#), [Half Moon Bay High School](#), [Hillsdale High School](#), [La Costa Adult School](#), [Mills High School](#), [Peninsula Continuation](#), [Pilarcitos Continuation](#), [San Mateo Adult School](#), [San Mateo High School](#), and [Sequoia High School](#) which enable students to get a jump-start on their college education; and
- Whereas, CSM is committed to respect, integrity, transparency, and inclusion, creating a campus culture that is antiracist and equity-advancing, where students and employees who are Black, Indigenous and People of Color, LGTBQIA+, differently abled, justice impacted, and undocumented are included, embraced, and celebrated for who they are; and
- Whereas, CSM has collaborated with community partners such as Second Harvest Food Bank, the United Way of the Bay Area, Samaritan House, and San Mateo Credit Union to expand its support services to include basic needs such as direct aid to low-income students and programs to provide financial literacy, food and housing assistance, and mental health support; and

Whereas, CSM stands ready to enter a new century of opportunities and challenges while continuing to provide a liberatory education to empower all, now and for future generations; and

Whereas, CSM continues to be a vital resource for the City of _____ and surrounding communities

Whereas, the City of _____ has benefited from the educational opportunities, community partnerships, and economic mobility offered by College of San Mateo; and

Therefore, in honor of its 100th anniversary, the City of _____ does recognize and celebrate College of San Mateo for its numerous contributions and the essential role it plays in the community.



DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Jennifer Phan, Interim Deputy City Manager
Vanessa Brannon, Management Analyst

SUBJECT: UPDATED NON-PROFIT GRANT PROGRAM

RECOMMENDATION

It is recommended that the City Council, by Minute Order, receive and accept a report on an updated non-profit grant program process and provide policy direction on the following:

1. How much funding does the City Council wish to direct staff to include as a budget placeholder in the Preliminary Budget for non-profit agencies? In Fiscal Year 2021-2022 the total amount awarded to all non-profit agencies was \$123,100. However, this was an outlier year, as funding came from several sources, including a \$57,500 donation from Gilead Sciences, \$60,000 from the Community Benefits Fund, and \$15,600 from the Council/Board General Fund Budget. In previous years, a \$60,000 placeholder was added.
2. Does City Council wish to adjust the funding level percentages for each Community Needs category?
3. Should staff prioritize conducting a Community Needs Assessment in Fiscal Year 2022-2023?

EXECUTIVE SUMMARY

During the budget preparation process, City Council traditionally considers whether and at what level to fund non-profit agencies that provide services to the Foster City community. The City Council has used the same process for a number of years. However, members of the City Council have expressed an interest in reviewing and updating the process.

Attachment 1 documents an updated non-profit funding grant program process, adding a staff evaluation component and a description of the Community Needs primary categories. If the City Council decides that it wishes to entertain funding requests from non-profit agencies, staff is seeking direction on how much funding City Council wishes to include as a budget placeholder in the Preliminary Budget for non-profit agencies, the funding percentage levels for each community needs category, and if staff should prioritize conducting a Community Needs Assessment in Fiscal Year 2022-2023.

Based on City Council direction, staff will proceed to implement the non-profit funding application process for Fiscal Year 2022-2023.

BACKGROUND

For more than a decade, the City Council has chosen to contribute to non-profit agencies in order to provide services to the community that the City cannot effectively provide, either due to lack of expertise or funding. By contributing to non-profit organizations, these agencies provide services on a local or regional basis that the City could not provide for the same financial investment.

Over the years, the non-profit funding application process has required a variety of questions and supplemental information. The non-profit funding application was expanded to include additional evaluation criteria, including, applicants have been required to submit an application that provides contact information and answers the following questions:

- Describe the problem or need area being addressed, including any formal study that has been done of the local and regional need for the service, program, or project.
- Describe the accomplishments over the recent year of your organization and/or the program for which you are requesting funding.

- Describe the benefits to the City of Foster City and/or its residents of the program goals and accomplishments described in the previous two questions.
- How many Foster City residents did this program serve last year and/or how many are expected to be served in the coming year?
- Does your organization or program serve a larger geographic area or any other jurisdictions? List (if any), including the total number, typically served.
- Describe the organization's experience providing the proposed project or program.
- Describe the way that the program is staffed (full-time, part-time, volunteer) and organized, as well as your organization's total annual budget and various sources of revenue.
- Describe any collaboration that exists between your organization, this program and programs administered by other agencies, including financial, staffing, or cross-referral, and how this may have benefited or increased the impact of your services.

As part of the application process, each non-profit organization must provide proof of non-profit status (501(c)(3) or equivalent). Additionally, each agency is invited to send a representative to a special meeting of the City Council in order to give a short presentation and be available to answer questions about their programs and funding requests. City Council evaluates non-profit agencies based upon completed applications as well as their individual familiarity with the non-profits' programs and initiatives and oral responses to questions at the City Council meeting. Councilmembers submit individual funding recommendations to City staff to compile. City Council then considers contributions to each of the non-profit agencies. Staff incorporates the approved non-profit funding amounts into the final budget document.

The full non-profit grant funding program is a step-by-step process through the budget season:

1. City Council provides direction to staff regarding the non-profit funding process early in the budget season.
2. Based on City Council direction, staff conducts general outreach to announce the open non-profit funding application period in addition to sending letters to previously funded non-profit organizations for their awareness.
3. All requests for funding are due from non-profit agencies by the due date.

4. Non-profit representatives are invited to a special meeting of the City Council to answer questions about funding requests.
5. City Councilmembers submit individual funding recommendations to City staff.
6. Final Budget is adopted by the City Council.
7. Staff notifies non-profit agencies of the award of funding including respective amounts via a letter.

ANALYSIS

Based on City Council's feedback and requests over recent cycles, staff reviewed the City's process, as well as those in neighboring municipalities. The review process identified that the current process is somewhat arbitrary in how funding is granted and which non-profits receive funding. Staff has documented an updated Non-Profit Grant Program process as Attachment 1.

In reviewing the non-profit funding process of several cities in San Mateo County, staff learned that most utilized Community Development Block Grants (CDBG) to fund their non-profit funding programs. Community Development Block Grants are intended to support community development activities to build stronger and more resilient communities. Activities and funding may address needs such as economic development projects, community centers, housing rehabilitation, public services, homeowner assistance, etc. In addition to utilizing State and Federal grants to fund non-profit programs, some San Mateo cities also use City Council grant subcommittees or advisory committees to evaluate applications and make recommendations to the City Council.

Since Foster City normally utilizes general funds to fund the Non-Profit Grant Program, staff is recommending an updated process that adds Community Needs Categories and associated eligible activities (Attachment 1) and Evaluation Criteria staff will use to assess each non-profit application in determining funding recommendations to City Council. Relying on community needs and application evaluation, staff can provide City Council with more in-depth and comprehensive analysis of the non-profit organizations serving the Foster City community.

Community Needs Assessment

In 2019, San Mateo County Health Department conducted a Community Health & Needs Assessment which identified areas affecting the health of San Mateo County. While the City has yet to conduct its own Community

Needs Assessment, each non-profit must provide detailed identification and analysis of local needs. This analysis allowed staff to extrapolate the types of services each non-profit provides to the Foster City community.

Staff has identified primary community needs categories and the recommended funding percentage level in each category. These funding level percentages were established based on non-profit funding requests previously approved by City Council, non-profit applications, and services used during the COVID-19 Pandemic.

The non-profit funding level percentages were developed by analyzing the previous ten years' funding amounts by community need category. Staff removed Fiscal Year 2021-2022, as it was an outlier year in terms of services used and funding amounts awarded. In Fiscal Year 2021-2022, Foster City received a donation from Gilead Sciences, Inc. in the amount of \$57,500. These donated funds, plus the City's contribution of \$50,000 in the Community Benefit Fund and \$15,600 in the Council/Board General Fund Budget for non-profit funding equated to \$123,100, more than double the usual amount dedicated to non-profit funding.

Basic Services – Activities include, but are not limited to, services for the homeless, seniors, youth, disabled, and low-income individuals and families, such as subsistence programs, healthcare initiatives, and rental assistance. *Non-profits submitting applications in this Community Needs Category are eligible for 59.49% of the total amount allocated by the City Council. City staff will evaluate each application and submit recommended funding amounts to City Council for approval.*

Community Enrichment – Activities that promote community enrichment, including, but not limited to educational and recreational programs and initiatives that promote social equity and engagement. *Non-profits submitting applications in this Community Needs Category are eligible for 30.40% of the total amount allocated by the City Council. City staff will evaluate each application and submit recommended funding amounts to City Council for approval.*

Community Health – Activities, programs, or projects that support Foster City residents' well-being, preserve city resources, or increase community environmental sustainability. *Non-profits submitting applications in this Community Needs Category are eligible for 10.11% of the total amount allocated by the City Council. City staff*

will evaluate each application and submit recommended funding amounts to City Council for approval.

Evaluation Criteria

Staff has identified three evaluation categories, which are: the organization's Administrative Capacity, Identification and Analysis of Local Need, and Program Purpose. Staff will internally evaluate proposals based upon these criteria and transmit funding requests to the City Council. However, the City Council would not be bound by these funding requests and could award funding based upon its understanding of the community, the organization, and the City's needs.

EVALUATION CRITERIA	DESCRIPTION
Administrative Capacity	<ul style="list-style-type: none">• Organization experience / past performance in providing the proposed project or program• Stability of the organization and adequacy of staffing• Collaboration with other agencies and/or elimination of redundancy of service• Budget/Leveraging of Funds
Identification/Analysis of Local Needs	<ul style="list-style-type: none">• Documentation of Local Need• Alignment with goals identified in City's policy documents (e.g., Council priorities, General Plan, etc.)
Program Purpose	<ul style="list-style-type: none">• Program goals clearly stated and attainable• Service levels measurable

Schedule

Staff recommends the following timeline for non-profit funding applications, which is similar to the schedule in previous years. However, the Special Meeting that usually occurs in May for non-profit agency presentations has been removed.

FISCAL YEAR 2022-2023 NON-PROFIT FUNDING TIMELINE	
April 1, 2022	City staff provides notice of funding availability and opens the non-profit funding application period.
May 1, 2022	All requests for funding are due from non-profit agencies no later than 5:00 PM.
June 6, 2022	City Council considers and determines final funding levels for non-profit agencies which staff incorporates into the Final Fiscal Year 2021-2022 Budget document.
June 20, 2022	Final FY 2022-2023 Budget is adopted by the City Council
July 1, 2022	Non-profit funding program year begins.

Policy Questions

Staff requests City Council policy direction on the following:

1. How much funding does the City Council wish to direct staff to include as a budget placeholder in the Preliminary Budget for non-profit agencies? In Fiscal Year 2021-2022 the total amount awarded to all non-profit agencies was \$123,100. However, this was an outlier year, as funding came from several sources, including a \$57,500 donation from Gilead Sciences, \$60,000 from the Community Benefits Fund, and \$15,600 from the Council/Board General Fund Budget. In previous years, a \$60,000 placeholder was added.
2. Does City Council wish to adjust the funding level percentages for each Community Needs category?
3. Should staff prioritize conducting a Community Needs Assessment in Fiscal Year 2022-2023?

FISCAL IMPACT

There is no fiscal impact in receiving this report. Usually, as part of the Preliminary Budget, City Council approves a placeholder amount of \$60,000 for non-profit agencies' funding contributions under the City Council's Contributions to Other Agencies Budget (Account No. 001-1030-413-4260).

CITY COUNCIL VISION, MISSION AND VALUE/PRIORITY AREA

This item is in alignment with the City Council's Vision and Mission to deliver equitable services for a *Sustainable Foster City*.

Attachment:

- Attachment 1 - Foster City Non-Profit Funding Grant Program Guidelines

Foster City Non-Profit Grant Program Guidelines

Fiscal Year 2022-2023

PROGRAM PURPOSE

The Foster City Non-Profit Grant Program designates funding through the annual budget process for grant funding to local non-profit agency programs and projects that improve the health, social, and educational enrichment, human or community welfare, and/or economic opportunities of Foster City residents.

FUNDING

Funding levels are determined annually by the City Council during budget preparation. Funding may be approved from any combination of the General Fund, Special Funds, or any other funds controlled by the City. Typically, funding is available in the City Council's budget in general account number 001-1030-413-42-60 (Contributions to Other Agencies).

ELIGIBLE NON-PROFIT AGENCIES

Only local non-profit agencies are eligible for funding. For the purpose of this program, "Local" means that the agency provides services within San Mateo County and can demonstrate a benefit to Foster City residents. "Non-profit" means that the organization is tax-exempt under section 501(c)(3) of the Internal Revenue Code.

COMMUNITY NEEDS CATEGORIES AND ELIGIBLE ACTIVITIES

The Non-Profit Grant Program will consider applications in the following primary community needs categories:

Basic Services – Activities include, but are not limited to, services for the homeless, seniors, youth, and low-income individuals and families such as subsistence programs, healthcare initiatives, and rental assistance.

Non-profits submitting applications in this Community Needs Category are eligible for 59.49% of the total amount allocated by the City Council. City staff will evaluate each application and submit recommended funding amounts to City Council for approval.

Community Enrichment – Activities that promote community enrichment, including, but not limited to educational and recreational programs and initiatives that promote social equity and engagement.

Non-profits submitting applications in this Community Needs Category are eligible for 30.40% of the total amount allocated by the City Council. City staff will

evaluate each application and submit recommended funding amounts to City Council for approval.

Community Health – Activities include, but are not limited to, programs or projects that support Foster City residents' well-being, preserve city resources, or increase community environmental sustainability.

Non-profits submitting applications in this Community Needs Category are eligible for 10.11% of the total amount allocated by the City Council. City staff will evaluate each application and submit recommended funding amounts to City Council for approval.

EVALUATION CRITERIA

City Staff will consider the following criteria when considering non-profit funding applications. However, City Council retains full discretion over the distribution of funding, regardless of staff recommendations.

EVALUATION CRITERIA	DESCRIPTION
Administrative Capacity	<ul style="list-style-type: none">• Organization experience/Past performance in providing the proposed project or program• Stability of the organization and adequacy of staffing• Collaboration with other agencies and/or elimination of redundancy of service• Budget/Leveraging of Funds
Identification/Analysis of Local Needs	<ul style="list-style-type: none">• Documentation of Local Need• Alignment with goals identified in City's policy documents (e.g., Council priorities, General Plan, etc.)
Program Purpose	<ul style="list-style-type: none">• Program goals clearly stated and attainable• Service levels measurable

APPLICATION PROCESS

1. At the City Council Study Session in January/February, the City Council re-confirms the process it wants to take to solicit and award non-profit grant funding and provides direction on the funding placeholder to be used in the Preliminary Budget document.
2. City staff advertises the non-profit funding process on the City's website, issues a press release, and e-mails non-profits that received funding in the prior year, any additional nonprofits identified by the Council, and any non-profit that requests the information, outlining the timelines and requirements.
3. Nonprofits submit applications by the identified due date.

4. Staff evaluates the non-profit applications, scoring all applications based on the evaluation criteria identified above. Using the Community Needs Funding Levels a report for a City Council budget study session. This staff report will include copies of the proposals submitted by the non-profit agencies and staff scoring of all proposals based on the evaluation criteria identified above.
5. The Council holds a study session in June where it considers Staff's recommendations on how much funding to allocate to each non-profit.
6. Council direction is incorporated into the Final Budget which is adopted at the second meeting in June.
7. After July 1, staff sends a notice to all applicants, notifying them of their status and describing the process for receiving funding for those which are approved.

FUNDING PROCESS

Once funding is approved through budget adoption, non-profits must provide the City with an invoice for the funding amount.



DATE: March 21, 2022

TO: Mayor and Members of the City Council

FROM: Kevin Miller, Interim City Manager
Tiffany Oren, Recreation Manager

SUBJECT: WAIVED FEE OR NO-COST OPPORTUNITIES FOR
CULTURAL DISPLAYS/HOLIDAY EVENTS AT CITY VENUES

RECOMMENDATION

It is recommended that City Council, by Minute Order, provide direction to staff on whether the Parks and Recreation Department should establish waived fees or no-cost opportunities for individuals and community groups to showcase cultural displays at City venues. The City proposes a multi-faceted approach to celebrate the community's diversity, including:

1. Year-round educational cultural display option at the William E. Walker Recreation Center Art Gallery (no-cost);
2. Multi-cultural holiday celebration as a component of the City's Annual Tree Lighting Event (no-cost); and
3. Cultural Showcase event opportunity in November or December at the Leo J. Ryan Park amphitheater or meadow area (special event fees waived, park reservation fee will apply).

EXECUTIVE SUMMARY

The Parks and Recreation Department receives requests from individuals and community groups seeking venues to hold celebratory cultural events. Staff requests City Council direction on whether to provide waived fees or no-cost opportunities should be made available to qualified applicants, as a means to educate the public on their culture and celebrate diversity within the community.

BACKGROUND

Foster City's Leo J. Ryan Park has been a preferred site for a number of cultural events hosted by individuals and community groups over the years. These large-scale events are independently run and paid for by the individual event hosts. All outdoor special events are required to go through the City's Interdepartmental Evaluation Committee (IDEC) which consists of submitting an event proposal, scheduling site walkthroughs and planning meetings with staff, and having it reviewed by a member from each City department. Large scale community events often require the organizer to obtain multiple types of permits and require designated City staff to be present for the duration of the event. Large events impact the park, Recreation Center, and the parking lot and do not allow for other rentals/programs to occur at the same time. Losing the ability to host multiple rentals/programs results in a loss of revenue.

At times, Recreation receives inquiries from interested groups that wish to hold smaller events that require minimal setup and staff support. These requests typically have smaller attendance size (under 200 people), are of shorter duration, and are not intended to be a fundraiser for the host organization. Since these events are smaller in scale, the City can still accommodate other programs and/or rentals to occur simultaneously in the park or inside the Recreation Center.

ANALYSIS

In response to these requests, staff researched and identified a variety of options for consideration. If approved, the public would be notified via press release and social media of the following opportunities:

Art Gallery Display: Currently, the Art Gallery in the William E. Walker Recreation Center is available for local artists to apply to display and sell their work. Staff believes that there is also an opportunity for individuals/groups to set up an educational cultural display to share with the community. The cultural display opportunity would be free to qualified applicants and applications would be accepted on a rolling basis. Displays in the Art Gallery are limited to once annually per applicant or group. To be able to accommodate as many groups as possible, each cultural display will be up for no more than a two (2) week period.

Multi-Cultural Holiday Celebration at Tree Lighting Event: Each year, the

City hosts a popular annual winter celebration that features a holiday tree lighting ceremony. City staff is open to inviting other community groups to join in the celebration by allowing groups to set up an educational booth at the event. Approved groups would be given a designated table in which they can set up a display as well as the opportunity to showcase a cultural performance, dance, or demonstration. The expanded Tree Lighting event would be able to accommodate a maximum of four (4) cultural groups and allow for each of them to host a ten (10) minute performance.

Approval process for above includes:

- Application period: September 1-30 each year
- Staff recommended applications will be provided to City Council by the second meeting of November each year for final review and approval

Cultural Showcase Event at Leo J. Ryan Amphitheater or Meadow:

Individuals or groups would have the opportunity to apply for a no to low-impact cultural event to be held outdoors only in November or December at the Leo J. Ryan Amphitheater or the Leo J. Ryan Park Meadow area. The definition of a no to low-impact event is defined as:

1. Fewer than 200 attendees;
2. Four hour maximum time limit including set up and breakdown;
3. Equipment, including tables, chairs and sound equipment, is not provided by City;
4. Staff will provide two walkthroughs with event host prior to the event, but there will not be designated staff provided for the event itself;
5. No sales allowed;
6. Access to power will be provided at the amphitheater area only;
7. Applicant must pay \$225 park reservation fee. No IDEC or other associated special event fees would apply; and
8. Rental area must be restored to pre-event condition (trash, decorations, etc. must be removed).

Approval process for above includes:

- Application period: June 1-30 each year
- Applications will be provided to City Council at the first meeting of August each year for final review and approval

The information above is intended to provide a preliminary description of the events. Upon direction and approval by City Council, staff will further define

these opportunities and the application processes.

FISCAL IMPACT

The fiscal impact that is associated with the program opportunities as outlined only impact staff time required for program administration and implementation. Staff time is needed to consult with groups regarding their events as well as the time required to set up their art gallery display or table at the Tree Lighting Ceremony event. For the Cultural Event Showcase, each group would be required to pay the park permit fee to host their event.

Event	Staff Time at Billable Rate Per Program/Event
Art Gallery Display	Total: \$235 1 hr Recreation Manager @ \$235/hr
Multi-Cultural Holiday Celebration at Tree Lighting	Total: \$175 1 hr Recreation Coordinator @ \$175/hr
Cultural Event Showcase	Total: \$360* 1 hr Recreation Manager @ \$235/hr 2 hr Recreation Coordinator @ \$175/hr= \$350 <i>*Total is the staff time minus the event revenue from park permit of \$225</i>

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item aligns with the City Council's "Public Safety and Social Equity" Value/Priority area. Providing these options provides the public opportunities to promote diversity within our community.



DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Louis Sun, Public Works Director
Paul Nagengast, Project Advisor, Regional Government Services

SUBJECT: LEVEE IMPROVEMENT PROJECT (CIP 327-657)
FEBRUARY 2022 - GENERAL UPDATE

RECOMMENDATION

It is recommended that the City Council, by Minute Order, consider and accept this progress update on the Levee Improvements Project (Project). No further action is required by the City Council.

EXECUTIVE SUMMARY

Staff will provide a verbal update of the latest Project activities at the City Council meeting. This report provides an update of Project progress and budget impacts with current expenditures detailed in an attached work sheet.

Highlights of Project progress and pictures, since the last City Council update on February 22, 2022, are included in the attached Construction Manager's Report and listed below:

- City Council was advised on February 22, 2022, that staff would be initiating conversations with various regulatory agencies regarding the mitigation requirement to provide full tidal action into the O'Neill Slough. The attempt by the contractor in January to remove the

sheet pile coffer dam for O'Neill Slough at Baffin Street bridge caused concern with adjacent residents in City of Belmont due to the full tidal action in the slough. Until now, the tidal action had been muted due to a damaged pipe. The bridge was required to restore full tidal action in the slough as required by regulatory agencies. Staff will provide a verbal update to City Council as to the results of the discussions with the regulatory agencies to determine if muted tidal action can continue until a later date.

- The Contractor is limited to working in the Phase 2 and Phase 3 work areas between February 1 to August 31, unless nesting protocol surveys indicate there are no nesting birds in the area and the regulatory agencies concur with the findings. Huffman Broadway Group has completed its survey to determine whether there are any nesting birds within the Phase 1 work area. A few birds have been identified in the Phase 1 portion by Sea Cloud Park, however there is still potential for the Contractor to return to the area. Huffman Broadway Group is currently completing their report to the permitting agencies. Based on further analysis of the survey results, if the request of the report is to return to the area before September 1 and concurrence is received from the regulatory agencies, it is anticipated the Contractor will be able to return to work in Phase 1 in April or May 2022.
- The Baffin Street bridge has been installed. Additional work is still necessary before the bridge can be safely opened. The Contractor cannot return to this area until September 1, (or April/May if the bird nesting survey indicates minimal to no nesting birds and the regulatory agencies approve.) It is anticipated Baffin Street bridge can be opened by early Summer 2022, barring any unforeseen issues.
- The Contractor continues construction operations under the San Mateo bridge in accordance with the encroachment permit received from Caltrans. Significant progress related to flood wall 25 and 10 has been made including excavation and concrete placements of the flood walls. The Contractor will continue to complete the work for flood wall 25 and 10 and move east to complete flood wall 11.
- The Contractor has completed approximately 3.5 miles of the 4.2 miles of the revised concrete cap for the top of installed sheet piles (CCO #9: \$110K; and CCO#10: \$932K) along Beach Park Boulevard and Phase 1 locations near Sea Cloud Park.

- The Contractor continues to work on the block retaining walls related to CCO #20. Significant progress has been made on retaining wall 4 and will be completed following the construction of access point 10. Construction for retaining wall 2 has begun.
- Staff continues to monitor the Safe Routes to School plan for Bowditch Middle School and other locations that may be affected by the Project. Coordination by staff with the school personnel provides direct feedback about the dropping off and picking up of students as well as the walking and biking by students to school.

Current Schedule Timeline

Award of Contract:	July 20, 2020
Notice to Proceed:	September 28, 2020
Phase 1 Bay Trail Closure – Opening:	October 2020 – January 2023
Phase 2 Bay Trail Closure – Opening:	January 2021 - November 2022
Phase 3 Bay Trail Closure – Opening:	April 2021 – January 2023
Project Substantial Completion:	August 2023
Project Completion:	January 2024

PROJECT BUDGET AND COST/EXPENSES

The Project continues to be on time and within Budget, and expenses continue to trend as anticipated.

Summary of known costs to date:

- Total Budget/ Bond Measure: Budget = \$85M Bond Measure = \$90M; GO Bonds Sold = \$85M; Additional City reserves for Project if necessary = \$10M
- Construction Contract: Shimmick: \$60.2M; Contingency: \$9M
- Expenditures: Shimmick: \$43M; Others: \$11M; Total: \$54M
- Change Orders Approved: As of 3/08: CCO #1-20 = \$4.2M
- Change Orders Anticipated: TBD

FISCAL IMPACT

There are no fiscal impacts associated with this Project update.

At an April 2022 City Council meeting, staff will present for the Council's consideration, Contract Amendment No. 3 to the Phase III Schaaf & Wheeler

contract. This amendment will address additional out of scope work including, but not limited to, iterative communication over an 18-month period to secure a Caltrans encroachment permit, performance of additional protocol surveys and biological monitoring, drawing revisions to incorporate the trail and sheet pile wall re-alignment near Swordfish Street along Beach Park Boulevard, drawing revisions to meet accessibility requirements, additional communications and meetings to address recreational water user requirements, street lighting reviews, corrosion monitoring during construction, and potential preparation of design solutions to continue muting of the full tidal action at O'Neill Slough. A detailed staff report will be presented by staff in April.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

The Levee Improvements Project is in alignment to the City Council's adopted Vision and Mission statements, in that it seeks to create a sustainable environment through infrastructure improvements for current and future generations to come. This item is also directly related to the "Facilities and Infrastructure" Value/Priority Area. The key outcome is to make substantial progress toward an improved levee on time and budget to protect the community and critical infrastructure from storms and high tide.

Attachments:

- Attachment 1 - Monthly Construction Manager's Report - February 2022
- Attachment 2 - Expenditure Report as of February 28, 2022
- Attachment 3 - Memorandum and Communications Metrics - February 2022 Dashboard Report



MONTHLY CONSTRUCTION MANAGER'S REPORT

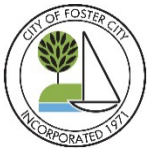


Foster City Levee Improvements Project City Project No. CIP 301-657



Contractor:	Shimmick Construction Co	Report Period: February 1-28, 2022
CM:	Tanner Pacific, Inc.	
Designer:	Schaaf & Wheeler	

Contract/Schedule Update					
Original Contract Duration (Calendar Days):	1200	Additional Days Granted:	0	Calendar Days Remaining:	681
Days Elapsed:	519	% Elapsed:	43.3%		
Notice To Proceed:	9/28/2020	Substantial Completion Date:	10/2/2023	Final Completion Date:	1/10/2024
Cost Management Update					
Original Contract Value:	\$60,218,000.00	Approved CCOs:	\$ 4,156,234.77	Revised Contract Value:	\$64,374,234.77
Contingency:	\$9,000,000.00	Remaining Contingency:	\$ 4,843,765.23	% Contingency Used:	46%
Costs Billed to Date:	\$39,438,720.42	% of Contract Billed to Date:	61%		



Work Summary

Recently Completed:

- Concrete footing placement for Floodwall 3 (near Baywinds Park)
- Floodwall 6 stem wall concrete placement at ~Sta. 56+34 (Phase III)
- Floodwall 23 concrete footing & wall placement at ~Sta. 63+00 (Phase III)
- Placement of concrete wall section for Floodwall 24 at ~Sta. 94+00 (near SM Bridge)
- Floodwall 25 concrete footing placement at ~Sta. 98+50 (near SM Bridge)
- Clearing and grubbing for Floodwalls 25 and 11 at ~Sta. 100+00 (under SM Bridge)
- Subgrade excavation for Floodwall 25 ~Sta. 100+00 (under SM Bridge)
- Subgrade excavation for Floodwall 11 ~Sta. 102+00 (adjacent to Werder Pier)
- Completion of installation of lightweight concrete fill for levee sections from Sta. 202+20 to Sta. 100+00 (Shorebird Park to SM Bridge)

Upcoming:

- Continued submittals for landscaping, irrigation, and site furnishings
- Finalization of AP-9 Pedestrian bridge foundation design submittals
- Continued import of materials to staging areas
- Continued construction for concrete floodwalls from ~Sta. 0+00 – Sta. 100+00 (E. 3rd Ave to SM Bridge)
- Concrete stem wall placement for Floodwall 3 (near Baywinds Park)
- Subgrade excavation for Floodwall 2 (near Mariner's Point Golf Center)
- Continued construction of bay-side paths along Floodwalls 5 & 8 (Phase III)
- Lagoon outfall structure work at ~Sta. 70+00 (Phase III)
- Construction of Retaining Wall 02 (northwest of the SM Bridge)
- Construction of AP-9 pedestrian bridge foundations at ~Sta. 85+00 (northwest of the SM Bridge)
- Completion of Retaining Wall 04 blocks and lightweight concrete fill (northwest of the SM Bridge)
- Completion of sheet pile wall concrete cap along Floodwall 12 (Phase II, Beach Park Blvd)
- Continued construction of bay-side paths along Floodwall 12 (Phase II, Beach Park Blvd)
- Continued construction of land-side access points (APs) along Phase II, Beach Park Blvd
- Concrete flatwork at access points in Phase II, Beach Park Blvd.
- Completion of bird nesting protocol surveys for 2022 in Phase III (Shorebird Park to Southern Project Limit)



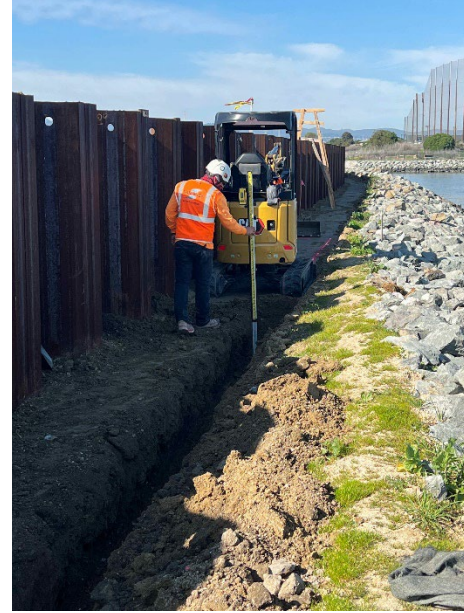
MONTHLY CONSTRUCTION MANAGER'S REPORT



Monthly Progress Photos



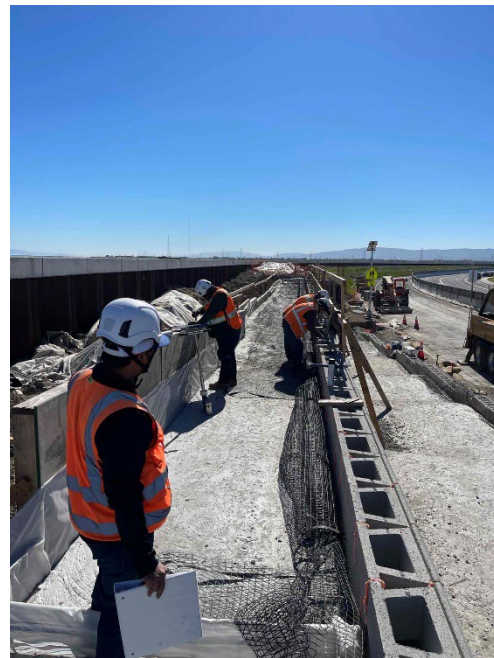
Placement of rebar and formwork for the Floodwall 03 stem wall near Mariner's Point Golf Center in Phase III



Excavation for subgrade and keyway for the Bayside path adjacent to Floodwall 05 at ~ Sta. 50+00 Phase III



Formwork placement for Floodwall 25 and Floodwall 10 near ~Sta. 98+25 in Phase III (near the SM Bridge)



Access Point 22 construction near Sta. 122+00 (adjacent to Tarpon Ave) in Phase II

CITY OF FOSTER CITY
CIP 327-657 Levee Improvements Project
Budget and Cost Information

Levee Project Approved Budget: \$ 85,000,000.00

	Vendor Name or Expense	Consultant Role or Expense Category	Base Contract Amount	Contingency	Contract Amendments	Current Contract Authority Amount	Total Expected/Actual Cost	Invoices Received and Paid As Of 2/28/22		Contingency Spent	Contingency Remaining	Status
ONGOING AND FUTURE CONTRACTS AND EXPENSES	Shimmick Construction	Construction Contractor	\$ 60,218,000.00	\$ 9,000,000.00		\$ 69,218,000.00	\$ 69,218,000.00	\$42,910,813.20		\$3,937,104.84	\$5,062,895.16	Active
	Tanner Pacific (TPI)	Construction Management and Inspection	\$ 6,698,877.00	\$ 300,000.00	\$ 491,500.00	\$ 7,490,377.00	\$ 7,550,000.00	\$3,630,552.54		\$0.00	\$300,000.00	Active
	Schaaf & Wheeler (S&W) - Phase 3	Engineering Consultant	\$ 2,600,000.00	\$ -	\$ 208,745.00	\$ 2,808,745.00	\$ 3,100,000.00	\$1,866,832.01		N/A	N/A	Active
	Urban Planning Partners (UPP)	Planning Consultant - EIR	\$ 340,404.00	\$ 51,061.00	\$ 70,099.00	\$ 461,564.00	\$ 470,000.00	\$436,823.79		\$51,061.00	\$0.00	Active
	Regional Government Services Authority (RGS)	Project Advisory Services**	\$ 561,600.00	\$ -	\$ -	\$ 561,600.00	\$ 561,600.00	\$162,126.00		N/A	N/A	Active
	Tripepi Smith (TS)	Communications / Outreach Consultant	\$ 49,000.00	\$ -	\$ 61,000.00	\$ 110,000.00	\$ 110,000.00	\$93,478.75		N/A	N/A	Active
	Tripepi Smith (TS)	Communications / Outreach Consultant	\$ 127,056.00	\$ -	\$ -	\$ 127,056.00	\$ 127,056.00	\$57,620.00		N/A	N/A	Active
	Huffman-Broadway Group (HBG)	Environmental Consultant - Post Construction Environmental Monitoring				\$ 275,000.00	\$ 275,000.00	\$0.00		\$0.00	\$0.00	Future Contract
	Wilsey Ham (WH)	RUNCO Survey	\$ 16,518.00	\$ -	\$ -	\$ 16,518.00	\$ 17,000.00	\$4,825.00		N/A	N/A	In Progress
	Wilsey Ham (WH)	On-Call Surveyor	\$ 44,946.00	\$ 4,000.00	\$ -	\$ 48,946.00	\$ 50,000.00	\$8,522.00		\$0.00	\$4,000.00	In Progress
	Bender Rosenthal, Inc. (BRI)	Property Acquisition Consultant	\$ 218,083.00	\$ 31,000.00		\$ 249,083.00	\$ 249,083.00	\$9,651.75		\$0.00	\$31,000.00	In Progress
MISC	Miscellaneous Expenses	Other Miscellaneous Expenses				\$ 40,000.00	\$ 40,000.00	\$62,531.12				Active
	Miscellaneous Expenses	Communications / Outreach Expenses				\$ 40,000.00	\$ 40,000.00	\$23,703.24				Active
	Miscellaneous Expenses	Fees Paid to Other Agencies				\$ 200,000.00	\$ 200,000.00	\$178,997.64				Active
	Miscellaneous Expenses	Property Acquisition Cost of acquisition				\$ 100,000.00	\$ 100,000.00	\$0.00				In Progress
	Burke, Williams & Sorenson, LLP*	City Attorney				\$ 500,000.00	\$ 500,000.00	\$343,034.12				Active
CLOSED CONTRACTS	TBWB Strategies (TBWB)	Public Outreach	\$ 29,986.00		\$ 119,565.00	\$ 149,551.00	\$141,427.04	\$141,427.04				Closed
	Rutan & Tucker (R&T)	Attorney	\$ 53,874.86			\$ 53,874.86	\$53,874.86	\$53,874.86				Closed
	EMC Research, Inc. (EMC)	Public Opinion Research	\$ 44,000.00		\$ 2,500.00	\$ 46,500.00	\$46,500.00	\$46,500.00				Closed
	SCI Consulting (SCI)	Public Finance Consultant	\$ 110,000.00			\$ 110,000.00	\$37,168.72	\$37,168.72				Closed
	Kitahata Company + William Euphrat Municipal Finance, Inc. (KC&WE)	Public Finance Advisory Consultant	\$ 80,000.00			\$ 80,000.00	\$24,610.50	\$24,610.50				Closed
	Stradling, Yocca, Carlson & Rauth (SYCR)	Attorney - Bond Counsel	\$ 15,000.00			\$ 15,000.00	\$15,000.00	\$15,000.00				Closed
	Huffman-Broadway Group (HBG)	Environmental Consultant	\$ 20,000.00			\$ 20,000.00	\$19,980.65	\$19,980.65				Closed
	Schaaf & Wheeler (S&W) - Phase 1	Engineering Consultant	\$ 887,644.00			\$ 887,644.00	\$887,430.58	\$887,430.58				Closed
	Schaaf & Wheeler (S&W) - Phase 2	Engineering Consultant	\$ 2,324,286.00		\$ 529,150.00	\$ 2,853,436.00	\$2,853,649.42	\$2,853,649.42				Closed
	Miscellaneous (MISC)- Keech Properties LLC	Levee Mitigation Credits/Expenses	\$ 170,000.00			\$ 170,000.00	\$170,000.00	\$170,000.00				Closed
	Chrisp	Striping for Edgewater	\$ 16,764.55	\$ 3,000.00		\$ 19,764.55	\$15,818.40	\$15,818.40			\$3,000.00	Closed
			\$ 74,626,039.41	\$ 9,389,061.00			\$ 86,873,199.17	\$54,054,971.33				

*Includes former City Attorney fees
**Assumes 3 years (\$187,200 each year)

Total Contract Authority Cost: \$ 86,652,659.41

Levee Project - Budget Cost: \$ 86,873,199.17 Assuming using all contingencies



City of Foster City

MEMORANDUM

DATE: March 4, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Jennifer Nentwig, Director, Tripepi Smith

SUBJECT: LEVEE IMPROVEMENTS PROJECT – COMMUNICATIONS METRICS

Tripepi Smith would like to share the attached updated Levee Improvements Project Communications Dashboard Report with the Mayor and Members of the City Council. In the report, you will see that the metrics now reflect our communication efforts through the month of February 2022.

As a reminder, this report is a summary that our team typically develops at the end of each month. It includes data on website traffic, social media engagement, community forum participation, and the number and rate of project email and hotline contacts. While Tripepi Smith has been involved in project communications since January 2021, we have pulled numbers (where available) going back to October 2020 to provide a baseline for comparison.

I would like to highlight a few items of note:

- In January, the City gained approximately 99 new followers/subscribers across all social platforms (Facebook, Twitter, Instagram, Nextdoor and the Levee E-Newsletter).
- The number of Levee Project inquiries in February 2022 totaled 8, which remains relatively low. This number is higher compared to 4 total inquiries in January 2022, which was the lowest number of inquiries to date.
- The team hosted four project tours for the Foster City Councilmembers in February 2022. Additionally Public Works Director Louis Sun and Senior Civil Engineer Francine Magno gave a presentation to Hillsdale United Methodist Church. There has been consistent demand for speaking engagements and presentations from the project team, with several engagements already scheduled for March and beyond.

- Top performing posts on Facebook and Twitter for February 2022 included Safety Tip of the Week posts and posts related to the FAQ page on the project website.
- The number of website visitors remains consistent with prior months, totaling 3,017 in February 2022, compared to 3,013 in January 2022.
- A press release noting the increase in activity on Beach Park Boulevard and highlighting the bird nesting restriction window was released in February 2022, earning coverage from local media.
- The team has continued communication with Recreational Water User representatives in February 2022 to touch base regarding future construction activities and access impacts. Public Works Director Louis Sun has been the main point of contact to ensure an open line of communication, while also coordinating with the rest of the project team to ensure consistency in communications.
- There have been no new signatures since August 2021 and an additional signature was removed from the petition in February 2022.

Our team is actively monitoring the metrics to analyze the effectiveness of various types of communication and to align the cadence of our efforts to the community's interest levels. We believe that the City's proactive social media communications are leading to fewer people having questions or concerns about the project in general – reflecting positively on overall outreach and engagement efforts.

During the month of February, social media reach and engagement increased due in part to a post on Nextdoor highlighting a press release and more engagement on posts overall. Throughout March 2022, the construction team will continue work with the project team to provide updated information to the Recreational Water User community. Any new information will be updated on the project website and social media, which will likely drive traffic to the project's channels.

As you review the full report, please feel free to let me know if you have any questions. I would be happy to walk you through the report one-on-one if it would be helpful, and we will continue to refine the metrics over time to best meet the project's needs.

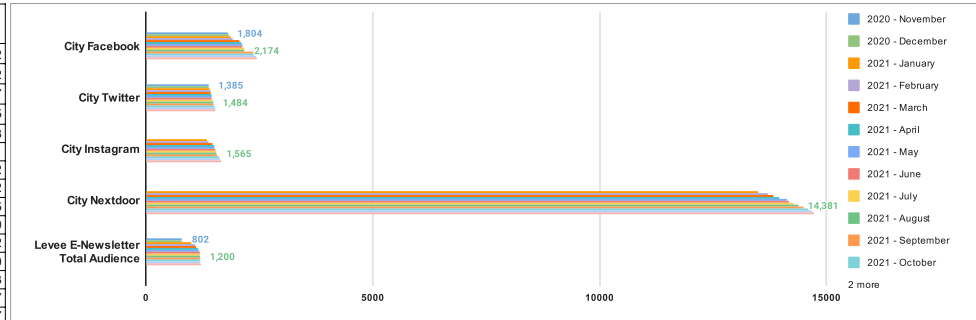


Levee Project Communications
Monthly Dashboard Report
February 2022

Prepared by: Danielle Rodriguez



FOLLOWERS / SUBSCRIBERS	City Facebook	City Twitter	City Instagram [1]	City Nextdoor [2]	Levee E-Newsletter Total Audience
2020 - November	1,804	1,385	-	-	802
2020 - December	1,829	1,392	-	-	802
2021 - January	1,879	1,412	1,350	13,506	1,007
2021 - February	1,919	1,425	1,385	13,701	1,095
2021 - March	2,059	1,431	1,479	13,831	1,108
2021 - April	2,109	1,454	1,510	13,957	1,161
2021 - May	2,122	1,457	1,514	14,128	1,182
2021 - June	2,135	1,458	1,531	14,186	1,192
2021 - July	2,168	1,473	1,547	14,293	1,195
2021 - August	2,174	1,484	1,565	14,381	1,200
2021 - September	2,400	1,493	1,587	14,493	1,202
2021 - October	2,413	1,512	1,617	14,595	1,200
2021 - November	2,436	1,525	1,634	14,691	1,203
2021 - December	2,445	1,531	1,653	14,729	1,207
2022 - January	2,459	1,535	1,670	14,766	1,217
2022 - February [3]	2,467	1,543	1,684	14,831	1,221



LEVEE COMMUNITY FORUMS

COMMUNITY UPDATE WEBINARS	# Webinars	# Participants	# Questions Answered via Webinar
2020 - November	-	-	-
2020 - December	-	-	-
2021 - January	1	148	20
2021 - February	1	97	45
2021 - March	1	48	20
2021 - April	1	28	20
2021 - June	0	0	0
2021 - July	0	0	0
2021 - August	1	20	20
2021 - September	0	0	0
2021 - October	0	0	0
2021 - November	0	0	0
2021 - December	0	0	0
2022 - January	0	0	0
2022 - February	0	0	0

PROJECT TOURS/ SPEAKING EVENTS [4]	# of Events	Description
2022 - January	2	1 Project Tour with the City of Corte Madera, 1 Presentation to APWA Silicon Valley [5]
2022 - February	5	4 Project Tours with the City of Foster City City Council, 1 Presentation to Hillsdale United Methodist Church [6]

NUMBER OF LEVEE EMAILS/CALLS	Project Email/Hotline Contacts	Avg. Email/Hotline Contacts/Day
2020 - November	15	0.5
2020 - December	25	0.8
2021 - January	69	2.2
2021 - February	53	1.9
2021 - March	46	1.5
2021 - April	21	0.7
2021 - May	22	0.7
2021 - June	16	0.5
2021 - July	48	1.5
2021 - August	16	0.5
2021 - September	16	0.5
2021 - October	8	0.2
2021 - November	14	0.4
2021 - December	8	0.2
2022 - January	4	0.1
2022 - February [7]	8	0.2

NUMBER OF LEVEE PROJECT POSTS [8]	City Facebook	City Twitter [9]	City Instagram*	City Nextdoor
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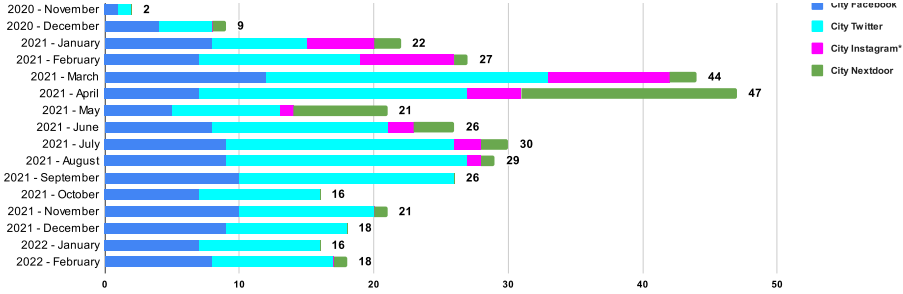
Number of levee project social media posts



2020 - November	1	1	0	0
2020 - December	4	4	0	1
2021 - January	8	7	5	2
2021 - February	7	12	7	1
2021 - March	12	21	9	2
2021 - April	7	20	4	16
2021 - May	5	8	1	7
2021 - June	8	13	2	3
2021 - July	9	17	2	2
2021 - August	9	18	1	1
2021 - September	10	16	0	0
2021 - October	7	9	0	0
2021 - November	10	10	0	1
2021 - December	9	9	0	0
2022 - January	7	9	0	0
2022 - February	8	9	0	1

*During the months October - December 2020 the City did not post levee related items on the City's Instagram page.
In January 2021, Tripepi Smith made the first levee related post.

LEVEE POST IMPRESSIONS/ REACH	City Facebook - Post Reach	City Twitter - Impressions	City Instagram - Impressions [10]	City Nextdoor	TOTAL
2020 - November	259	399	0	0	658
2020 - December	1,300	1,391	0	2447*	2,691
2021 - January	61,006	15,949	2161	1922	81,038
2021 - February	17,492**	3,711	2,192	924	6,827
2021 - March	60,155	8,753	3,555	2,282	74,745
2021 - April	11,838	5,543	1,496	10,789	29,666
2021 - May	1,435	2,786	346	5,146	9,713
2021 - June	2,008	3,377	545	2,648	8,578
2021 - July	8,835	4,643	599	1,715	15,792
2021 - August	3,349	4,318	340	967	8,974
2021 - September	1,808	2,568	0	0	4,376
2021 - October	3,796	1,257	0	0	5,053
2021 - November	3,722	1,809	0	1,554	7,085
2021 - December	4,441	1,397	0	0	5,838
2022 - January	869	1,265	0	0	2,134
2022 - February	2,701 [11]	1,078	0	1,062	4,841



* The increase of the Nextdoor engagement for December is due to the City posting about the closure of Shorebird Park. This drove many angry comments, which increased the post reach.

In January 2021, Tripepi Smith boosted three posts with a total spend of \$900 for the month.
In February 2021, Tripepi Smith boosted two posts with a total spend of \$433.
In March 2021, Tripepi Smith boosted four posts with a total spend of \$1,100.
In April 2021, Tripepi Smith boosted one post with a total spend of \$300.
In May 2021, Tripepi Smith did not boost levee project related posts.
In June 2021, Tripepi Smith did not boost levee project related posts.
In July 2021, Tripepi Smith boosted one post with a total spend of \$300 to promote the August 5 community update. This boosted post ran through August 4, so metrics for this dashboard and the next will reflect the boosted post numbers.

In August 2021, Tripepi Smith boosted one post with a total spend of \$300 to promote the August 5 community update. The post was boosted in late July 2021 and ran through August 4.

In September 2021, Tripepi Smith did not boost levee project related posts.
In October 2021, Tripepi Smith did not boost levee project related posts.
In November 2021, Tripepi Smith did not boost levee project related posts.
In December 2021, Tripepi Smith did not boost levee project related posts.
In January 2022, Tripepi Smith did not boost levee project related posts.

LEVEE POST ENGAGEMENT [12]	City Facebook - Post Engagements	City Twitter - Engagements	City Instagram	City Nextdoor - Thanks & Replies	TOTAL
2020 - November	13	7	0	0	20
2020 - December	63	90	0	17	170
2021 - January	3,776	604	2,101	13	6,494
2021 - February	1,278	142	2,019	3	3,442
2021 - March	2,801	183	3,291	1	6,276
2021 - April	1,192	100	1,333	11	2,636
2021 - May	65	67	309	2	443
2021 - June	87	60	94	13	254
2021 - July	875	161	13	4	1,053
2021 - August	90	122	13	1	226
2021 - September	46	37	0	0	83
2021 - October	128	52	0	0	180
2021 - November	284	66	0	4	354
2021 - December	108	21	0	0	129
2022 - January	85	61	0	0	146
2022 - February	159 [13]	27	0	2	188

LEVEE WEBSITE ANALYTICS	2020 - November # of Visitors	2020 - December # of Visitors	2021 - January # of Visitors	2021 - February # of Visitors	2021 - March # of Visitors	2021 - April # of Visitors	2021 - May # of Visitors	2021 - June # of Visitors	2021 - July # of Visitors	2021 - August # of Visitors	2021 - September # of Visitors	2021 - October # of Visitors	2021 - November # of Visitors	2021 - December # of Visitors	2022 - January # of Visitors	2022 - February # of Visitors [14]	Average Visits Per Day	Average Visit Length (Minutes)
fostercity.org [15]	2940	3423	4601	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
fostercitylevee.org [16]	-	-	-	4,329	9,145	4,501	4,163	4,942	4,926	3,767	2,790	2,637	2,752	2,110	3,013	3,017	108	1:45

LEVEE PETITION	Petition Signatures
2021 - February	2,719

TOP LEVEE PROJECT SOCIAL MEDIA POSTS

The top Facebook posts during February for the Levee Project shows residents/followers interact the most with safety tips and website reminders. A resident also left a positive Facebook comment on a Safety Tip of the Week post and suggested a safety tip of their own.

City Instagram

The Levee Improvements Project did not post on Instagram in February 2022.

Zencity Insights

Most popular topics





The top Twitter posts in February for the Levee Project shows residents/followers interact the most with safety tip posts and FAQ-related posts.

Most Popular Topics: Conversation items classified by topic, arranged from highest number of interactions to lowest.
Popular Words: The words that appear most frequently across your channels.

BOOSTED LEVEE PROJECT POSTS

Tripepi Smith did not boost any levee project-related social media posts in February 2022.

NOTABLE LEVEE PROJECT MEDIA MENTIONS

Platform	Group	Post	URL
San Mateo Daily Journal	-	<i>Bird nesting causes changes to Foster City levee project operations</i>	https://www.smdailyjournal.com/news/local/bird-nesting-causes-changes-to-foster-city-levee-project-operations/article_2d9e8854-8575-11ec-9809-fb1f3592608d.html
Patch	-	<i>City Of Foster City - Press Releases: Levee Improvements Project To Increase Operations Along Beach Park Boulevard In February</i>	https://patch.com/california/fostercity/city-foster-city-press-releases-levee-improvements-project-nodx-20220206
Facebook	Foster City Together	<div><div> Demar Kaneohe February 22 at 10:08 AM · 🌐</div><div>...</div><div>what are some good bike paths you recommend? Preferably a scenic route and no traffic or pedestrian congestion because of young children in the small group. About 3 miles would be good. Thank you 😊</div><div>5 Comments</div><div><div>👍 Like</div><div>💬 Comment</div><div>➦ Share</div></div><div>All comments ▼</div></div> <div><div> Evan Adams The Foster City Pedway is safest for now. Our Levee is closed for a few more years. https://www.fostercity.org/parksrec/page/levee-pedway Then head around redwood shores along their open levee. Also you can head into San Mateo.</div></div>	https://www.facebook.com/groups/347395922628639

OTHER NOTABLE LEVEE PROJECT SUPPORT

Social media monitoring

Since the beginning of January, Tripepi Smith began monitoring the City's social media sites daily to ensure items relating to the Levee Project are intact and to ensure there is no misinformation being shared. Tripepi Smith has been able to comment back to several followers regarding questions or clarification

- [1] Due to the recent connectivity with Sprout Social, the metrics generator, we were unable to retrieve the followers metrics for previous months.
- [2] Nextdoor metrics does not archive the previous months members metric. It must be calculated at the first of the month.
- [3] Follower/subscriber counts continue to rise across all platforms.
- [4] This is a new section as of January 2022.
- [5] The Levee Improvements Project team took the City of Corte Madera's Public Works Director, Planning Manager and Senior Civil Engineer on a tour of the project site.
- [6] The Levee Improvements Project team took the Foster City City Council on four separate project tours in February 2022, which is also where Mayor Awasthi filmed an episode of "The Mayoral Minute." Additionally Public Works Director Louis Sun and Senior Civil Engineer Francine Magno gave a presentation to Hillsdale United Methodist Church.
- [7] Though the number of February 2022 inquiries increased, the inquiries totaled 8, which remains relatively low.
- [8] Number of posts is only relating to the Levee Improvements Project.
- [9] Due to the character limit on Twitter, some Tweets had to be posted in a thread (series of Tweets about one topic).
- [10] Instagram Impressions: The number of times your content is displayed, no matter if it was clicked or not.
- [11] Facebook post reach increased in February 2022, largely in part to more residents/followers sharing posts. When a post is "shared" on Facebook, it brings more exposure to the City's post.
- [12] Facebook Engagement: Calculated based on the number of likes, comments, shares, and clicks your posts are generating
- Instagram Engagement: Anytime a user likes, shares or comments on one of your posts.
- Twitter Engagement: Total number of times users interacted with a Tweet (clicks anywhere on the Tweet including Retweets, replies, follows, likes, links, cards, hashtags, embedded media, username, profile photo, or Tweet expansion).
- [13] Facebook post reach increased in February 2022 due to an increase in post reach. When a post has more visibility, it increases the chance of people interacting with the post through likes, comments, shares, etc.
- [14] Though February 2022 was a short month, the number of page views on the project website totaled 3,017, which is comparable to the 3,013 page views in January 2022.
- [15] This data was retrieved from the highest trafficked Levee URLs:
- /publicworks/project/levee-improvements-project-cip-301-657
- /community/page/levee-trail-close-shorebird-park-san-mateo-bridge-early-january

/publicworks/page/levee-improvements-project-what-will-improved-levee-look

/publicworks/page/levee-improvements-project-latest-construction-updates

[16] The new Foster City Levee Project webpage was created in Feb. 2020. There was no data from Oct. - January. However, data will only populate under this new website from Feb. on.

[17] There have been no new signatures since August 2021 and an additional signature was removed from the petition in January 2022.



DATE: March 21, 2022

TO: Mayor and Members of the City Council

VIA: Kevin Miller, Interim City Manager

FROM: Marlene Subhashini, Community Development Director
Monica Ly, Associate Planner

SUBJECT: GENERAL PLAN ANNUAL REPORT FOR 2021

RECOMMENDATION

It is recommended that the City Council, by Minute Order, receive and accept the General Plan Annual Progress Report (APR) for 2021.

BACKGROUND

[California Government Code 65400](#) requires that after the legislative body (City Council) has adopted all or part of a General Plan, the planning agency (Planning Commission) shall review an annual report on the status of the [General Plan](#) progress and its implementation and provide the report to the legislative body. The APR is then forwarded to the California Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) by April 1 of each year. The Government Code also includes specific requirements for information about the status of [Housing Element](#) programs and progress in meeting its share of the Regional Housing Need Allocations (RHNA) issued by the Association of Bay Area Governments (ABAG).

On February 17, 2022, Staff presented the General Plan Annual Progress Report for 2021 to the Planning Commission. Overall, the Commission was satisfied with the General Plan Annual Progress Report and voted 5-0

recommending City Council acceptance of the General Plan Annual Progress Report for 2021. See Planning Commission Resolution No. P-05-22 (Attachment 1).

ANALYSIS

All cities in California are required to prepare and adopt a General Plan. The General Plan identifies policies and programs addressing the development and redevelopment of land, preservation of parks and open spaces, provision of housing for current and future residents, conservation of natural resources, improvement of the circulation and transportation system, control of noise and protection of life and property from hazards.

The purpose of the APR is to provide local legislative bodies (Planning Commission and City Council) and the public with information regarding the implementation of the General Plan for their city or county. APRs also inform the public of the progress in meeting the community's goals. APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda. The APR should provide enough information for decision makers to assess how the General Plan was implemented during the 12-month reporting period. More specifically, APRs should explain how land use decisions relate to adopted goals, policies, and implementation measures of the General Plan. As discussed above, the APR is due to HCD by April 1 of each year. This year's APR evaluates the status of the implementation programs and housing production for the time period between January 1, 2021 and December 31, 2021.

The attached Table (see Attachment 2) comprises the General Plan Annual Report and provides a brief summary of the status of the General Plan and the implementation programs contained in each General Plan Element. The status of the Housing Element implementation is contained on a separate form provided by HCD (see Attachment 1).

Highlights of accomplishments in implementation of General Plan programs in 2021 are included below with the corresponding references to the General Plan Element Implementation Program:

- **Housing Programs** – In 2021, the City launched a number of housing programs to minimize impacts of the expiration of the affordability

covenant to the residents of Foster's Landing. (H-C-5-b City Rental Assistance Program), (H-D-8-b Local, State and Federal Funding for Affordable Housing) and (H-E-5-b New Agreements for Affordability of Existing Rental Units).

- **Post BMR Expiration Rent Agreement** – In 2020, the City worked with Essex Properties on an agreement to set aside approximately \$800,000 in rental assistance for the tenants at Foster's Landing to extend the affordability of the units for another year and prevent homelessness. This was made possible by a 50/50 split between Essex and the City, to cover the difference between the tenant paid rent and market rate rent for the below market rate tenants at Foster's Landing affected by the expiration of the affordable housing covenants. City Council approved the Post BMR Expiration Rent Agreement on September 18, 2020 and in 2021, the City in partnership with Essex Properties, provided approximately **\$454,626.94** in rental subsidies. (H-C-5-b City Rental Assistance Program).
- **Local, State and Federal Funding for Affordable Housing** - On January 14, 2021, the City submitted an application for the San Mateo County Grant of Permanent Local Housing Allocation (PLHA) Funds. The **\$643,636** grant will be used to assist low-income tenants facing displacement find housing based on their specific needs and financial circumstances. The City was awarded the grant and intends to use the grant to provide the BMR residents of Foster's Landing with relocation and case management services and rental assistance. On September 1, 2021, the City and the County of San Mateo Department of Housing executed an Agreement to provide funds for the City's Emergency Relocation Assistance and Rent Subsidies Program. The City plans to implement the program for the years 2022 - 2024.
- **H-E-2 Private Development of Affordable Housing – Inclusionary Requirement** - On July 15, 2021, the Planning Commission held a Study Session on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002). On October 21, 2021, the Planning Commission conducted a Study Session to continue the discussion on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002).
- **AB-1029 Housing elements: prohousing local policies** - In 2021, the City's legislative advocacy consultant RPPG worked on behalf of the City with Assemblymember Mullin in authoring AB-

1029 Housing elements: prohousing local policies. This bill would add the preservation of affordable housing units through the extension of existing project-based rental assistance covenants to avoid the displacement of affected tenants and a reduction in available affordable housing units to the list of specified prohousing local policies.

- **Community Outreach** – In 2021, the City launched a number of community outreach initiatives. (H-A-3-a Community Outreach).
 - **Home is Foster City Initiative** – In FY 2019-2020, the City launched the “Home is Foster City” initiative that began with the intent of hosting conversations on who we are as a community, to better learn together, and understand various factors as they relate to housing. Due to the public health orders, the initiative paused but resumed virtually and in person in 2021. The Home is Foster City initiative included the following events in 2021:
 - On September 28, 2021, the City held a virtual community workshop on the Housing Element Update for the 2023-2031 planning period.
 - On September 30, 2021, the City held an in-person community workshop on the Housing Element Update for the 2023-2031 planning period.
- **Land Use & Circulation** – In 2021, the City launched a number of initiatives to address land use & circulation.
 - **City-Owned and Controlled Lands** – In 2021, the City Council held Study Sessions to discuss long range planning, land uses and certain land use opportunity sites such as the Golf Course Site. (LUC-C-8-a).
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- **Wastewater Systems Improvement** – Foster City is working with the City of San Mateo to construct improvements at the jointly owned wastewater treatment plant. Startup and commissioning of new treatment facilities is targeted to be completed by summer 2023, followed by retrofit of existing facilities and commissioning of the integrated WWTP by mid-year in 2024. (LUC-L-13-a).
- **Special Events** – In 2021, in honor of the City’s 50th Anniversary, the Parks and Recreation Department hosted a variety of events to commemorate the milestone. Events included new programs such as car and boat parade as well as the re-introduction of past favorites such as Sandcastle Contest and Rubber Ducky Races. (PC-y).
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- **Water Supply** - On July 19, 2021, the EMID Board of Directors adopted the 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan. (S-A-3-b).
- **Emergency Response** – The Fire Department continues to maintain the City’s Emergency Operations Plan. Foster City staff participated in the Multiagency Emergency Operations Center activation drill for the Statewide Golden Eagle exercise in October 2021. (S-B-1-a).

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 - **Community Connect Program** - Ten virtual neighborhood meetings were hosted by the Police Department with registered members of the Community Connect Program, which is designed to develop positive and productive relationships between the community and police. The Department also welcomed a new “recruit” to its family – Drake, the Service Dog. Drake’s duties include comforting and calming people in need, greeting citizens, and strengthening bonds, relationships, and trust.
 - **Social Media** - In 2021, social media was used to provide crime alerts, crime prevention tips, traffic information and safety tips to the FC community. Residential and Commercial Crime Prevention Through Environmental Design (CPTED) surveys were conducted.
 - **Coffee with a Cop** forums were held on August 26, 2021 and on October 6, 2021.
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- **Sustainability** – In 2021 the City hired consultants to perform a Climate Action Plan (CAP) Assessment to evaluate the effectiveness of the climate action compared to the technical performance targets outlined in the 2016 Climate Action Plan and perform an assessment to evaluate the effectiveness of the current organizational strategy for climate action implementation in a comprehensive manner. (LUC-H-2-a & C-bb).

- **Source Reduction and Recycling Element** – In 2021, the City has taken numerous actions to implement source reduction and recycling in accordance with State regulations. The City meets current state established targets for waste reduction and diversion. (C-t).
 - In 2019 and 2021, the Municipal Code Chapter 15.44 Recycling and Salvaging of Construction and Demolition Debris was updated to align with Green Building Code.
 - In 2021, the Municipal Code section 8.07 Storage and Disposal of Solid Wastes and Recyclable Materials was updated to conform to requirements of SB 1383 regulations related to proper diversion of organic waste materials and entered into agreement with the SBWMA to conduct recordkeeping and outreach related to SB 1383 organics recycling requirements.
 - In 2021, entered into agreement with the County of San Mateo for implementation of SB 1383 Compliant Edible Food Recovery Program.
- **Parks Facilities Plan and Improve Facilities** - In 2019, a Parks System Master Plan was started which is currently being conducted by Staff to identify long-term maintenance and improvement of the 24 parks in the Foster City System. Additional funds for CIP 301-682 Park System Master Plan Study were budgeted in Fiscal Year 2021-2022 for services and supplies required to develop and implement the plan. (LUC-L-5-a & PC-d)
- **Housing Unit Production** - The City issued building permits for 42 townhome style units at Pilgrim Triton Phase C and for three (3) ADUs (Accessory Dwelling Units) in 2021. The City issued building permits for 885 units in the first seven years of the 2015-2023 RHNA. This was determined sufficient by HCD to have met the prorated Regional Housing Needs Assessment (RHNA) for the Reporting Period, thereby avoiding being subject to reduced discretion for certain types of housing proposals. (H-A-1-a Annual Tracking of Housing Activity & H-A-1-b Construction of New Units).

Regional Housing Needs Allocation Progress

Legislation, such as [Senate Bill 35](#) (SB 35), [Assembly Bill 73](#) (AB 73), and [Senate Bill 570](#) (SB 570) adopted in 2017, has provided penalties and incentives related to making progress toward meeting RHNA for the 2015-2023 Planning Period. HCD released a report on July 18, 2021, the [SB 35 Statewide Determination Summary](#), showing that Foster City was one of 29 jurisdictions in the state that have met their prorated RHNA numbers for the

latest reporting period and based on the latest submitted APR (2020). The SB 35 Summary report also states that all other cities and counties are not on track to meet their housing needs. Those jurisdictions will now lose the ability to reject certain types of development projects under SB 35. Cities and counties are subject to SB 35 streamlining when they fall behind on submitting annual progress reports and/or in meeting less than the prorated portion of their RHNA. A total of 285 jurisdictions are subject to the streamlined ministerial approval process for proposed developments with at least 10% affordability and another 225 jurisdictions are subject to this process when proposed developments have at least 50% affordability. The progress is prorated and recalculated each year until the mid-point of the Housing Element Reporting Period, and then recalculated again at the end of the Period. The first half of the Reporting Period for SB 35 for ABAG ended with the 2018 report. The review process will start again with the next Housing Element Cycle that will cover 2023-2031.

A summary of housing permits issued showing progress toward meeting the RHNA is shown below. See attached Table A2 for more detailed information.

RHNA Progress for 2015-2023 Planning Period Permits Issued by Affordability

Income Level	RHNA	Year 1: 2014-15	Year 2: 2016	Year 3: 2017	Year 4: 2018	Year 5: 2019	Year 6: 2020	Year 7: 2021	Total Units to	Percent RHNA Met	Total Remaining RHNA
Very Low	148	83		1		2	4	1	91	61.49%	57
Low	87	49					2	2	53	60.92%	34
Moderate	76	14					10		24	31.58%	52
Above Moderate	119	563	74			20	18	42	717	100%+	0
Total	430	709	74	1	0	22	34	45	885		143

Housing Element Program Implementation

The Housing Element includes several programs to ensure that adequate housing sites would be available during the 2015-2023 planning period to make it possible to produce the number and type of housing units in the RHNA. Please refer to Attachment 2 for Housing Element - Program Implementation Status. These programs were part of the package that was the basis for certification of the Housing Element by HCD. One of the key

programs is the application of an Affordable Housing Overlay (AHO) Combining District (H-D-2-b Affordable Housing Overlay Combining District, H-D-2-c Rezoning with Affordable Housing Overlay District, H-D-2-d Design Criteria for Affordable Housing Overlay District) on several existing apartment developments. This would enable sites currently zoned and used for apartments to choose an alternative inclusionary (below market rate) requirement to provide units at lower income levels in exchange for a reduced overall inclusionary percentage. On March 7, 2022, the City Council introduced and adopted an Ordinance of the City of Foster City adding a new Chapter 17.92 Affordable Housing Overlay Combining District, to Title 17, Zoning, of the Foster City Municipal Code (H-D-2-b) and an Ordinance amending the Foster City Zoning Map to rezoning certain properties as AHO sites (H-D-2-c).

The Housing Element requires cities to update their Housing Element to be consistent with State requirements (H-A-1c Future Housing Element Updates). In 2021, the City Council and Planning Commission held multiple joint special meetings on Housing and Housing Element 2023-2031 (GP2020-0002). Additionally, throughout 2021, City staff worked with consultants on Housing Element 2023-2031 including community engagement efforts, conducting a housing needs analysis, evaluating the current Housing Element, conducting a sites inventory analysis, and developing draft policies and programs. Staff will continue to work on Housing Element 2023-2031 throughout 2022 for adoption by January 2023.

FISCAL IMPACT

There will be no fiscal impacts associated with accepting this report.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

The General Plan Annual Progress Report (APR) allows us to track our progress towards our long-term vision and goals, as illustrated in the City's General Plan and is in alignment with the City Council *Smart Planning, Development, and the Local Economy* priority area.

Attachments:

- Attachment 1 - Planning Commission Resolution & Tables A, A2, B, D, & H

- Attachment 2 - Table of General Plan Programs - General Plan Annual Report for 2021

RESOLUTION NO. P-05 -22RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FOSTER CITY
RECOMMENDING CITY COUNCIL ACCEPTANCE OF THE GENERAL PLAN ANNUAL
PROGRESS REPORT FOR 2021

CITY OF FOSTER CITY

WHEREAS, California Government Code Section 65400 requires that after the legislative body has adopted all or part of a General Plan, the planning agency shall review an annual report on the status of the General Plan progress and its implementation and provide the annual progress report to the legislative body; and

WHEREAS, the City has made significant progress in implementing the programs contained in the City's General Plan, including the following significant accomplishments in 2021:

- **Housing Programs** – In 2021, the City has launched a number of housing programs to minimize impacts of the expiration of the affordability covenant to the residents of Foster's Landing. (H-C-5-b City Rental Assistance Program), (H-C-5-b City Rental Assistance Program), (H-D-8-b Local, State and Federal Funding for Affordable Housing) and (H-E-5-b New Agreements for Affordability of Existing Rental Units).
 - **Post BMR Expiration Rent Agreement** – In 2020, the City worked with Essex Properties on an agreement to set aside approximately \$800,000 in rental assistance for the tenants at Foster's Landing to extend the affordability of the units for another year and prevent homelessness. This was made possible by a 50/50 split between Essex and the City, to cover the difference between the tenant paid rent and market rate rent for the below market rate tenants at Foster's Landing affected by the expiration of the affordable housing covenants. City Council approved the Post BMR Expiration Rent Agreement on September 18, 2020 and in 2021, the City in partnership with Essex Properties, provided approximately **\$454,626.94** in rental subsidies. (H-C-5-b City Rental Assistance Program).
 - **Local, State and Federal Funding for Affordable Housing** - On January 14, 2021, the City submitted an application for the San Mateo County Grant of Permanent Local Housing Allocation (PLHA) Funds. The **\$643,636** grant will be used to assist low-income tenants facing displacement find housing based on their specific needs and financial circumstances. The City was awarded the grant and intends to use the grant to provide the BMR residents of Foster's Landing with relocation and case management services and rental assistance. On September 1, 2021, the City and the County of San Mateo Department of Housing executed an Agreement to provide funds for the City's Emergency Relocation Assistance and Rent Subsidies Program. The City plans to implement the program for the years 2022 - 2024.
 - **H-E-2 Private Development of Affordable Housing – Inclusionary Requirement** - On July 15, 2021, the Planning Commission held a Study Session on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002). On October 21, 2021, the Planning Commission conducted a Study Session to continue the discussion on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002). Staff will be bringing the Inclusionary Housing

Ordinance to Planning Commission and City Council in early 2022.

- **AB-1029 Housing elements: prohousing local policies** - In 2021, the City assisted RPPG and Assemblymember Mullin in authoring AB-1029 Housing elements: prohousing local policies. This bill would add the preservation of affordable housing units through the extension of existing project-based rental assistance covenants to avoid the displacement of affected tenants and a reduction in available affordable housing units to the list of specified prohousing local policies.
- **Community Outreach** – In 2021, the City launched a number of community outreach initiatives. (H-A-3-a Community Outreach).
 - **Home is Foster City Initiative** – In FY 2019-2020, the City launched the “Home is Foster City” initiative that began with the intent of hosting conversations on who we are as a community, to better learn together, and understand various factors as they relate to housing. Due to the public health orders, the initiative paused but resumed virtually and in person in 2021. The Home is Foster City initiative included the following events in 2021:
 - On September 28, 2021, the City held a virtual community workshop on the Housing Element Update for the 2023-2031 planning period.
 - On September 30, 2021, the City held an in-person community workshop on the Housing Element Update for the 2023-2031 planning period.
- **Land Use & Circulation** – In 2021, the City launched a number of initiatives to address land use & circulation.
 - **City-Owned and Controlled Lands** – In 2021, the City Council held Study Sessions to discuss long range planning, land uses and certain land use opportunity sites such as the Golf Course Site. (LUC-C-8-a).
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WHEREAS, the Planning Commission considered and reviewed the General Plan Annual Progress Report at the Planning Commission Regular Meeting on February 17, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Foster City, has reviewed and investigated the General Plan Annual Progress Report in conformance with Government Code § 65400(a) and based on facts and analysis in the Staff Report, written and oral testimony, and exhibits presented recommends that the City Council accept the Annual Progress Report on the General Plan for 2021 as attached hereto.

PASSED AND ADOPTED as a Resolution of the City of Foster City Planning Commission at the Regular Meeting thereof held on February 17, 2022 by the following vote:

AYES, COMMISSIONERS: Adams, Jagtiani, Haddad and Chairman Wykoff

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS: Bronitsky

ABSTAIN, COMMISSIONERS:

Rick Wykoff

Rick Wykoff (Feb 23, 2022 13:28 PST)

RICK WYKOFF, CHAIRMAN

ATTEST:

Marlene Subhashini

Marlene Subhashini (Feb 24, 2022 10:10 PST)

MARLENE SUBHASHINI, SECRETARY

Jurisdiction	Foster City
Reporting Year	2021 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle: 01/01/2015 - 01/01/2020

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in gray contain auto-calculation formulas

Table A Housing Development Applications Submitted																							
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes	
1					2	3	4	5								6	7	8	9	10		11	12
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ADU,MH)	Tenure R=Renters O=Owner	Date Application Submitted- (see Instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	9	0	0	0				
094-193-110	094-193-110	723 WIDGEON ST #A	723 WIDGEON ST #A ADU	BLDG2021-0046	ADU	O	2/4/2021		1						1			No	No	No	Approved		
094-452-090	094-452-090	899 VEGA CIR	899 VEGA CIR ADU	BLDG2021-0140	ADU	O	3/11/2021		1						1			No	No	No	Approved		
094-030-080	094-030-080	171 FLYING CLOUD ISLE	171 FLYING CLOUD ISLE ADU	BLDG2021-0197	ADU	O	3/24/2021		1						1			No	No	No	Pending		
094-410-580	094-410-580	630 LEO DR	630 LEO DR ADU	BLDG2021-0488	ADU	O	7/14/2021		1						1			No	No	No	Pending		
094-372-310	094-372-310	321 TOPSAIL CT	321 TOPSAIL CT ADU	BLDG2021-0567	ADU	O	8/12/2021		1						1			No	No	No	Pending		
094-154-020	094-154-020	233 SANDPIPER CT	233 SANDPIPER CT ADU	BLDG2021-0575	ADU	O	8/17/2021		1						1			No	No	No	Pending		
094-020-460	094-020-460	119 GOLDHUNTER CT	119 GOLDHUNTER CT ADU	BLDG2021-0619	ADU	O	9/6/2021		1						1			No	No	No	Pending		
094-030-310	094-030-310	150 FLYING CLOUD ISLE	150 FLYING CLOUD ISLE ADU	BLDG2021-0702	ADU	O	10/7/2021		1						1			No	No	No	Pending		
094-160-190	094-160-190	265 KILLDEER CT	265 KILLDEER CT ADU	BLDG2021-0728	ADU	O	10/21/2021		1						1			No	No	No	Pending		
															0								

Jurisdiction	Foster City	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	148	83	-	-	-	-	2	-	-	-	91	57
	Non-Deed Restricted		-	-	1	-	2	2	1	-	-		
Low	Deed Restricted	87	49	-	-	-	-	2	-	-	-	53	34
	Non-Deed Restricted		-	-	-	-	-	-	2	-	-		
Moderate	Deed Restricted	76	-	-	-	-	-	10	-	-	-	24	52
	Non-Deed Restricted		14	-	-	-	-	-	-	-	-		
Above Moderate		119	563	74	-	-	20	18	42	-	-	717	-
Total RHNA		430											
Total Units			709	74	1	-	22	34	45	-	-	885	143

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Foster City		
Reporting Year	2021 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H-A-1-a Annual Tracking of Housing Activity	Provide statistical summary of residential building activity.	Annually as part of GP Report	See Tables A and B, attached. Building permits were issued in 2015-2021 for 885 units that will apply to the RHNA for 2015-2023 (see breakdown below). Foster City was found by HCD to be one of only 29 jurisdictions on track to meet its prorated RHNA.
	Review residential proposals as they are received toward RHNA for 2015-2023:	2015-2023	Permits issued in 2021: <ul style="list-style-type: none">• 1093 Hatteras ADU• 723 Wideon ADU• 899 Vega ADU• Pilgrim Triton Phase C Townhouses: 42
H-A-1-b Construction of New Units	Very Low: 148 Low: 87 Moderate: 76 Above-Moderate: 119 Total 430		
	Update the Housing Element consistent with State requirements.	Next update in 2023	On March 24, 2021, the City Council & Planning Commission held a joint Special Meeting on Housing and the Housing Element. On April 14, 2021, the City Council & Planning Commission held a joint Special Meeting to continue the discussion on Housing and the Housing Element. On July 15, 2021, the Planning Commission held a Study Session on the Housing Element 2023-2031 Update (GP2020-0002). Q3 2020 - Q2 2021 Launch Community Engagement Housing Needs Analysis Evaluate Current Housing Element Receive Draft RHNA Q1 2021 - Q2021 Continue Community Engagement Sites Inventory/Analysis Develop Draft Policies and Programs Receive Final RHNA Q1 2022 - Q2 2021 Continue Community Engagement Refines Sites Inventory/Analysis Develop Draft Housing Element CEQA Analysis Obtain HCD Review Public Hearings January 2023 - Adoption
H-A-1c Future Housing Element Updates			
	Improve citizen awareness of rehabilitation and disaster assistance loan subsidy programs, code enforcement, energy conservation programs, fair housing laws and affordable housing programs.	Ongoing	Ongoing - primarily through the web site, distribution of information packets, providing information at the counter, through emails, and calls. Staff distributed COVID-19 related resources including rental assistance, food, shelter, eviction moratorium, legal aid, etc. On August 23, 2021, the City Council held a Study Session on the Long-Term Community Engagement Strategy on Housing, Economic Development, and Parks & Open Space. On September 28, 2021, the City held a virtual community workshop on the Housing Element Update for the 2023-2031 planning period. On September 30, 2021, the City held an in-person community workshop on the Housing Element Update for the 2023-2031 planning period.
H-A-3-a Community Outreach			
	Provide technical assistance to non-profit groups organized to encourage provision of affordable housing and sponsors of affordable housing projects and programs.	Ongoing	The City assisted Mid-Peninsula Housing and the developers in the Pilgrim Triton area with their initial BMR marketing plans, program set-up, implementation and reporting. The City held a Roundtable meeting for all BMR property managers in October 2016. Staff continues to provides assistance to Community Managers of the Below Market Rate Program on an ongoing basis by responding to various inquires and issues as they arise.
H-A-3-b Technical Assistance to Non-Profits			
	Annually review water and sewer procedures and priority for water and sewer service allowances for developments with units affordable to lower-income households.	Annually	In Urban Water Management Plan (UWMP).
H-A-3-c Water and Sewer Agency Coordination			
H-A-3-d Outreach to Community Service Clubs and Organizations	Contact service clubs and organizations to determine interest in a volunteer labor assistance housing improvement program	2015	No action in 2021.
	Study air quality impacts of proposed housing.	Ongoing	An Addendum to a Final EIR was adopted in 2018 for the environmental review of a housing proposal for Pilgrim Triton Phase C. The Mitigation and Monitoring Reporting Program is ongoing following adoption of the Final EIR and Addendum.
H-A-4-a Air Quality Impacts			
	Perform geotechnical study of proposed housing.	Ongoing	An Addendum to a Final EIR was adopted in 2018 for the environmental review of a housing proposal for Pilgrim Triton Phase C. The Mitigation and Monitoring Reporting Program is ongoing following adoption of the Final EIR and Addendum.
H-A-4-b Geotechnical Studies			

H-A-4-c Building Codes	Buildings shall conform to requirements of UBC and Title 24.	Ongoing	Ongoing.
H-A-4-d Site Investigation	Conduct site investigations for proposed housing.	Ongoing	An Addendum to the Pilgrim Triton Final EIR was adopted in 2018 for the environmental review of a housing proposal for Pilgrim Triton Phase C. The Mitigation and Monitoring Reporting Program is ongoing following adoption of the Final EIR and Addendum.
H-A-4-e NPDES Requirements	NPDES requirements should be met or required as mitigation measures.	Ongoing	Ongoing.
H-A-4-f Noise Studies	Perform noise studies for proposed housing.	Ongoing	An Addendum to a Final EIR was adopted in 2018 for the environmental review of a housing proposal for Pilgrim Triton Phase C. The Mitigation and Monitoring Reporting Program is ongoing following adoption of the Final EIR and Addendum.
H-A-4-g Traffic Evaluations	Complete traffic evaluation for proposed housing.	Ongoing	An Addendum to a Final EIR was adopted in 2018 for the environmental review of a housing proposal for Pilgrim Triton Phase C. The Mitigation and Monitoring Reporting Program is ongoing following adoption of the Final EIR and Addendum.
H-B-1-a Continue Code Enforcement	Continue code enforcement program.	Ongoing	In 2021, Code Enforcement closed 321 Code Enforcement Cases.
H-B-2-a Rehabilitation Loans	Encourage rehabilitation loan and disaster assistance programs to the extent possible given program funding criteria and local need.	20 loans by 2023	The City used to participate in the County's housing rehabilitation loan program, but the program has been suspended.
H-B-3-b Increased Energy Conservation	Continue to enforce CalGreen, consider fee waivers and fast-track incentives for energy conservation improvements, and will review its development ordinances to determine if zoning, building subdivision and others discourage the use of energy conservation measures.	Ongoing	Fees for solar installations are waived.
H-B-4-a Architectural Review	Continue Architectural Review to ensure that development preserved character and scale of neighborhoods.	Ongoing	In 2021, the Planning Division approved 85 Architectural Review Permits.
H-C-1-a Condo Conversion Regulations	Continue implementation of the condo conversion ordinance linking any conversions to the development of additional rental housing within the City. The ordinance provides for lifetime leases for seniors and handicapped tenants. Amend the existing conversion regulations to change the percentage of converted units required to be set aside for qualified low and moderate income owners from ten to fifteen percent. Continue the requirement for deed restrictions on resale (unless financing is impossible), or 1% of gross sales must be contributed to the City, and comparable rental housing must be available in the Housing Market Area.	Ongoing	No conversions proposed in 2021.
H-C-2-a Phased Redevelopment of Existing Apartments	If a large apartment development is redeveloped, the project shall be phased so that displacement of residents is minimized to the extent feasible. The application for redevelopment shall include a plan to minimize displacement of existing residents.	Ongoing	On April 16, 2020, the Owners of Lantern Cove Apartment submitted a Preliminary Review (PR2020-0002) Application proposing to demolish 9 buildings (64 Units) and add 420 new units. No redevelopment of existing apartments proposed in 2021.
H-C-3-a Moderate Rent Increases	Continue working with PCRC and Tri-County Apt. Association as a vehicle to moderate rent increases and to resolve rental disputes.	Ongoing	Ongoing City staff continues to respond to and refer rent disputes to PCRC and Tri-County Apt. Association.
H-C-4-a Rental Dispute Resolution	Continue to encourage residents' use of PCRC as a vehicle to resolve rental disputes.	Ongoing	Ongoing. City staff continues to respond to and refer rent disputes to PCRC and Tri-County Apt. Association.
H-C-5-a Rental Housing Assistance	Encourage the use of federal, State and local rental housing programs. Continue to publicize programs and work with the San Mateo County Housing Authority to implement the Section 8 Rental Assistance Program and, as appropriate, assist similar non-profit housing sponsor rental assistance programs.	15 extremely low and very low-income households provided assistance per year.	Ongoing. Information is included on the City's website, in handouts in affordable housing packets, and referrals to other providers, such as HIP Housing. Staff distributed COVID-19 related resources including rental assistance, food, shelter, eviction moratorium, PCRC, Project Sentinel, etc. In 2021, City staff has assisted two tenants from the Existing Unit Purchase Program to apply for \$19,782.74 in COVID-19 Rent Relief.

	<p>If a source of funding can be secured, develop a local housing rental assistance program, and work with the owners of existing rental projects in the City to provide as many subsidized rental units as possible.</p>	<p>An additional 10 extremely low income, 10 very low income and 20 low income by rental subsidy by 2022</p>	<p>In 2020, the City worked with Essex Properties on an agreement to set aside approximately \$800,000 in rental assistance for the tenants at Foster's Landing to extend the affordability of the units for another year. This was made possible by a 50/50 split between Essex and the City, to cover the difference between the tenant paid rent and market rate rent for the below market rate tenants at Foster's Landing affected by the expiration of the affordable housing covenant to prevent homelessness. City Council approved the Post BMR Expiration Rent Agreement on September 18, 2020 and in 2021, the City in partnership with Essex Properties, provided approximately \$454,626.94 in rental subsidies.</p>
H-C-5-b City Rental Assistance Program			<p>On January 14, 2021, the City submitted an application for the San Mateo County Grant of Permanent Local Housing Allocation (PLHA) Funds. The \$643,636 grant will be used to assist low-income tenants facing displacement find housing based on their specific needs and financial circumstances. The City was awarded the grant and intends to use the grant to provide the BMR residents of Foster's Landing with relocation and case management services and rental assistance.</p>
		Approvals within 1 year of application	<p>On September 1, 2021, the City and the County of San Mateo Department of Housing executed an Agreement to provide funds for the City's Emergency Relocation Assistance and Rent Subsidies Program. The City plans to implement the program for the years 2022 - 2024.</p> <p>The Pilgrim/Triton proposal for redevelopment began its review in 2007, including 730 housing units and was approved in 2008, including a requirement for 20% affordable units. Phase A for 307 units was completed and occupied in 2013, including 60 BMR units.</p> <p>One Hundred Grand (Triton Pointe-Phase D of Pilgrim Triton) obtained approvals in 2012 and completed 166 units in 2016, including 33 BMR units.</p> <p>The Triton (Waverly-Phase B of Pilgrim Triton) obtained development approvals in 2013, demolished the existing buildings in 2014 and is under construction of 220 units in 2015-18, including 48 BMR units.</p> <p>An amendment to the General Development Plan and a Development Agreement for housing in Pilgrim Triton Phase C was approved in 2018 to include 70 townhouses and 22 workforce housing units.</p> <p>The Foster Square development was approved by the City Council on November 18, 2013 with up to 421 units and 35,000 sq. ft. of commercial space. Alma Point by MidPen Housing received building permit approval in November 2014 and was completed in 2016, including 65 BMR units.</p> <p>Atria including 131 units and 24-bed memory care completed construction in late 2016. Lennar obtained building permits for 200 units in 2015-16 and has completed 90 units in 2017-2018.</p> <p>In October 2018, Planning Permits were issued for Pilgrim Triton Phase C (Townhomes): 70 units and Pilgrim Triton Phase C (Workforce Apartments): 22 units. Building permits for these units are in process.</p> <p>City staff has been communicating with the remaining property owners/representatives about the Affordable Housing Overlay Combining District to encourage additional housing units on existing multi-family sites.</p> <p>On May 3, 2021, the City Council adopted a resolution of intention Per Foster City Municipal Code Section 17.74.030 Requesting That the Planning Commission Consider a New Foster City Municipal Code Chapter 17.92, Affordable Housing Overlay Combining District</p> <p>On July 15, 2021, the Planning Commission held a Study Session on the Affordable Housing Overlay Zone (RZ2019-0001 and RZ2020-0001)</p> <p>On May 3, 2021, the City Council adopted a Resolution of Intention Per Foster City Municipal Code Section 17.74.030 Requesting That the Planning Commission Consider Application of a New Affordable Housing Overlay Combining District to Specific Properties</p> <p>On July 15, 2021, the Planning Commission held a Study Session on the Affordable Housing Overlay Zone (RZ2019-0001 and RZ2020-0001).</p> <p>On May 3, 2021, the City Council adopted a Resolution of Intention Per Foster City Municipal Code Section 17.74.030 Requesting That the Planning Commission Consider Creation of a New Chapter 17.94, Multi-Family Objective Design Standards,</p> <p>On July 15, 2021, the Planning Commission held a Study Session on Multi-family Objective Design and Development Standards (RZ2021-0001)</p> <p>On November 3, 2016, the San Mateo-Foster City School District approved an agreement to purchase the Charter Square Shopping Center.</p> <p>On July 14, 2021, the City Council held a Study Session for consideration of Land Use and Long Range Planning, include the Golf Course Site.</p> <p>No action in 2021.</p> <p>Pilgrim Triton Phase C was approved in 2018 as part of the mixed use Pilgrim Triton Development.</p>
H-D-2-a Tier 1 Housing Opportunity Sites	<p>The City will work with the developers of Tier 1 sites to assure that RHNA can be met at these sites. Tier 1 sites include:</p> <ul style="list-style-type: none"> • Pilgrim-Triton (remaining phases) • Foster Square • Harbor Cove • Beach Cove • Franciscan • Sand Cove • Shadow Cove 		
H-D-2-b Affordable Housing Overlay Combining District	<p>Adopt and implement an Affordable Housing Overlay (AHO) Combining District to encourage production of additional housing units, including affordable units.</p>	2015 (SB 375 required rezoning to be completed by 2/1/2018)	
H-D-2-c Rezoning with Affordable Housing Overlay District	<p>Rezone selected housing sites with the AHO.</p>	2015 (SB 375 required rezoning to be completed by 2/1/2018)	
H-D-2-d Design Criteria for Affordable Housing Overlay District	<p>Develop criteria to be used by the Planning Commission in the review of developments pursuant to the AHO that ensures:</p> <ul style="list-style-type: none"> • Character that is consistent with quality of neighborhoods. • Features are utilized to minimize the impacts on adjacent development. • Affordable units are dispersed and indistinguishable from market rate units. 	2015	
H-D-3-a Potential Re-Use of Commercial Sites	<p>The City will reevaluate the land use designations for the neighborhood shopping centers or other commercial sites if, at a future date, any of these commercial activities become not viable.</p>	As appropriate	
H-D-3-b Increase Supply of Rental Units	<p>Work to increase the supply of rental units in the City by re-planning and rezoning failed, or underutilized commercial properties to include rental units.</p>	Following completion of Housing Element or when a unique development opportunity arises.	
H-D-4-a Mixed Use Housing Plan.	<p>Encourage mixed residential-commercial uses in areas consistent with the Land Use Plan.</p>	Ongoing	

			On October 5, 2020, City Council adopted a new ADU Ordinance to Comply with New State Laws Pertaining to Accessory Dwelling Units.
H-D-6-a Second Units	Continue implementation of the City's second unit ordinance.	Ongoing	<p>In 2021, 3 building permits were issued and 2 were finalized for second units/ADUs.</p> <p>The City continues to distribute resources for ADUs on an on going basis as well as respond to inquiries.</p>
H-D-8-a Housing Impact Fee	Conduct the necessary nexus study to enable consideration of a housing impact fee.	2015	<p>On November 21, 2016 and December 19, 2016, the City Council adopted code amendments and Affordable Housing Commercial Linkage fees that went into effect on February 17, 2017.</p> <p>In 2021, the City has collected \$557,682 in Commercial Linkage Fees.</p> <p>Staff monitors Notices of Funding Availability for programs that could be used affordable housing in Foster City on an ongoing basis.</p> <p>In 2021, the City assisted RPPG and Assemblymember Mullin in authoring AB-1029 Housing elements: prohousing local policies. This bill would add the preservation of affordable housing units through the extension of existing project-based rental assistance covenants to avoid the displacement of affected tenants and a reduction in available affordable housing units to the list of specified prohousing local policies.</p>
H-D-8-b Local, State and Federal Funding for Affordable Housing	Monitor availability of other sources of local, state or federal funding for affordable housing programs.	Ongoing	<p>On January 14, 2021, the City submitted an application for the San Mateo County Grant of Permanent Local Housing Allocation (PLHA) Funds. The \$643,636 grant will be used to assist low-income tenants facing displacement find housing based on their specific needs and financial circumstances. The City was awarded the grant and intends to use the grant to provide the BMR residents of Foster's Landing with relocation and case management services and rental assistance.</p> <p>On September 1, 2021, the City and the County of San Mateo Department of Housing executed an Agreement to provide funds for the City's Emergency Relocation Assistance and Rent Subsidies Program. The City plans to implement the program for Constraints were reviewed as part of the Housing Element Update and various programs included for implementation.</p>
H-D-9-a Government Constraints	Review the development process and remove any government and regulatory constraints to the production of affordable housing, including a review of ways to allow more types of projects to be approved at the staff level.	Ongoing	<p>Streamlining ADU permit process was adopted in 2020 to eliminate the requirement for Architectural Review required (60 day review period).</p> <p>In 2021, as a part of the Housing Element 2023-2031 Update, City staff has been working to identify governments constraints.</p>
H-D-9-b Pre-Permit Review Process	Continue to hold pre-application reviews of affordable housing projects.	Ongoing	<p>Ongoing</p> <p>No action in 2021.</p>
H-D-9-c Minimum Density Requirements	Consider enacting minimum density requirement to prevent use of land zoned for multiple-family use for lower density housing in order to make more efficient use of the limited opportunity to provide additional housing.	2016	
H-D-9-d Zoning Incentives	Evaluate zoning incentives that encourage the development of diverse housing types such as smaller more affordable unit and 2- and 3-bedroom units for families.	2016	<p>The Triton Pointe development approved in 2012 and The Waverly approved in 2013 included some waivers to the minimum square footage requirements in order to allow slightly smaller units.</p>
H-D-9-e Reevaluate Parking Requirements	Conduct a study of whether, how and when to modify parking requirement to allow higher densities and reduced housing costs in areas appropriate for reduced parking requirements.	2016	<p>The Triton Pointe and Waverly development approvals included use of the reduced parking standards pursuant to State Housing Density Bonus law and also provided parking analyses to verify the adequacy of the proposed parking.</p> <p>No action in 2021.</p>
H-D-9-f Development Fee Waivers	Where appropriate and feasible, continue to allow waivers of development fees as a means for promoting BMR housing.	Ongoing	
H-D-9-g Nonconforming Uses	Allow use of development agreements and amend Chapter 17.70, Nonconformity Uses, of the Foster City Municipal Code to reduce or eliminate disincentives to having an existing non-residential site zoned for housing. Allow non-conforming uses to continue indefinitely on sites zoned for housing and also allow them to be expanded or rebuilt if destroyed.	2016	<p>Included in Pilgrim Triton Development Agreement.</p>
H-E-2 Private Development of Affordable Housing – Inclusionary Requirement.	Encourage the provision of affordable housing by the private sector through: a. Requiring that 20% of the units, excluding bonus units, in residential projects be affordable (an inclusionary requirement). b. Requiring construction or subsidy of new affordable housing as a condition for approval of any commercial development which affects the demand for housing in the City. c. Providing incentives to encourage the provision of affordable housing as provided in Policy H-E-3.	Ongoing	<p>On July 15, 2021, the Planning Commission held a Study Session on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002).</p> <p>On October 21, 2021, the Planning Commission conducted a Study Session to continue the discussion on an Inclusionary Housing Ordinance (RZ2021-0004 & GP2021-0002).</p> <p>On February 3, 2022, the Planning Commission recommended approval of a new Chapter 17.90, Below Market Rate Inclusionary Housing Program for City Council consideration on March 7, 2022.</p>
H-E-1-a Funding for Affordable Housing	Conduct the necessary nexus study to enable consideration of housing impact fees.	Ongoing	<p>On November 21, 2016 and December 19, 2016, the City Council adopted code amendments and Affordable Housing Commercial Linkage fees that went into effect on February 17, 2017.</p>

H-E-1-b Existing Unit Purchase Program	Continue to maintain the existing units owned by the City as rentals for large very low- and low-income families. Purchase existing older units to provide affordable rental housing. Strive not only to avoid a concentration of affordable units in any one location or area, but to disperse affordable units throughout the community to complement and enhance the diversity that is already found in the City. Target units that need rehabilitation and thereby improve the neighborhood in which they are located.	Ongoing	Six units continue to be rented to very low- and low-income families.
H-E-1-c First-Time Homebuyer Program	Continue to monitor the existing First-Time Homebuyer loans. Deposit any payoffs into the City's Affordable Housing Fund.	Ongoing	As of 12/31/21, a total of 34 loans have been made, with 2 loans still outstanding. No additional loans are being made due to the termination of CDA funding for the program.
H-E-1-d Homeowner Rehab Loan Program	Increase use of CDBG loans administered by the County, through improved promotion and publicity to residents; target the elderly.	Ongoing	Ongoing
H-E-3-a Density Bonuses for Affordable Housing Projects Consistent with State Density Bonus Law	Offer density bonuses consistent with State Density Bonus Law.	Ongoing	The Triton Pointe and Waverly developments utilized the State Housing Density Bonus Law, specifically the lower parking requirements.
H-E-3 b Financing and Subsidy Programs	Encourage project sponsors to apply for available federal, state and locally subsidized new affordable construction programs, including subsidies for extremely low income, very low income, and low income housing, by providing technical assistance on available programs and supporting data, structuring development agreements and other requirements to match program funding criteria, as appropriate and possible, and leveraging tax increment financing when possible. The City will also lobby Federal and State elected officials for housing legislation that includes appropriations for low and moderate income housing programs.	Ongoing	Project sponsors were made aware of available housing subsidies, specifically HEART loans and County funds.
H-E-3-c Cooperative Ventures	Encourage cooperative and joint ventures between owners, developers and non-profit groups to provide BMR housing.	Ongoing	The City has been an active partner with Mid-Peninsula Housing in the development of the Alma Point project. The City is also working with SummerHill on the workforce housing component of Pilgrim Triton Phase C.
H-E-4-a Maintain Owner Occupied BMR Units	Administer agreements for existing ownership BMR units to ensure continued affordability.	Ongoing	Ongoing
H-E-5-b New Agreements for Affordability of Existing Rental Units	If a source of funding can be identified, work with owners of existing rental units to include or extend affordability agreements.	Ongoing	In 2020, the City worked with Essex Properties on an agreement to set aside approximately \$800,000 in rental assistance for the tenants at Foster's Landing to extend the affordability of the units for another year. This was made possible by a 50/50 split between Essex and the City, to cover the difference between the tenant paid rent and market rate rent for the below market rate tenants at Foster's Landing affected by the expiration of the affordable housing covenant to prevent homelessness. City Council approved the Post BMR Expiration Rent Agreement on September 18, 2020 and in 2021, the City in partnership with Essex Properties, provided approximately \$454,626.94 in rental subsidies.
H-E-5-c Adopt Notice Requirements for "At Risk" Units	Adopt an ordinance requiring a one-year notice to tenants of existing affordable rental units that affordability restrictions are due to expire.	2018	Pursuant to Government Code Sections 65863.10, 65863.11, and 65863.13, State Preservation Notice Requirements Rights and Responsibilities, in addition to 3-year notices, one-year and 6-month notices are required.

			City staff, Essex, and HIF (Housing Industry Foundation) met on a weekly basis to discuss housing placement progress, other strategies, resources, and other updates regarding the expiration of the affordability covenant at Foster's Landing.
H-E-5-d Minimize Impacts of Expiration of Affordability Covenants	Work with landlords, tenants and other agencies prior to the expiration of affordability covenants to minimize the impacts of the expiration of affordability covenants through extension, use of rental vouchers, preference at other affordable housing sites or other means.	2018	In 2020, the City worked with Essex Properties on an agreement to set aside approximately \$800,000 in rental assistance for the tenants at Foster's Landing to be able to remain in affordable units for another year. This was made possible by a 50/50 split between Essex and the City, for the below market rate tenants at Foster's Landing affected by the expiration of the affordable housing covenant to prevent homelessness. City Council approved the Post BMR Expiration Rent Agreement on 9/18/2020. In 2021, the City in partnership with Essex Properties, provided approximately \$454,626.94 in rental subsidies in order to extend the affordability of the Phase I Units at Foster's Landing. On February 1, 2021, the City Council approved the Early Relocation Assistance Program which aims to provide the residents of Foster's Landing Below Market Rate Program, scheduled to expire between December 31, 2020 and December 31, 2023, with financial assistance to off-set the up-front cost associated with relocating and assist the residents in finding replacement housing and minimize the impacts of the expiration of the affordability covenants. To date, the City and Essex has processed 16 applications totalling approximately \$109,969.36 in relocation assistance. On January 14, 2021, the City applied for the Permanent Local Housing Assistance (PLHA) Grant from San Mateo County and was awarded \$643,636 to fund the Relocation Services & Rent Subsidy Program. On September 20, 2021, the City executed an agreement with HIF for \$100,000 to Provide Tenant Relocation Services and administer the Emergency Rental Subsidy Program for the tenants at Foster's Landing to minimize the impacts of the expiration of the affordability covenants.
H-E-5-e Affordable Housing Preference for Displaced Residents	Consider an amendment of the affordable housing preferences adopted by city Resolution 2000-123 to include tenants displaced by termination of affordability restrictions.	2018	On March 18, 2020, City Council Approved Resolution 2020-24, an amendment of Resolution 2000-123 to include tenants at-risk of displacement because of termination of affordability restrictions and place them in the top tier (1a) of the affordable housing preference category
H-E-6-a Homeshare Program	Continue to work with HIP to expand the existing outreach program for the Homeshare Program for both rental and ownership housing, including outreach to extremely low and very low income persons.	15 new matches per year	Since FY 2007-08 through 2021, HIP has placed 129 people from Foster City into shared housing arrangements; provided information and counseling to 547 Foster City residents or workers, and helped 11 families complete the self-sufficiency program.
H-E-8-a BMR Eligibility Guidelines	Implement BMR selection guidelines based on BMR Eligibility Priorities.	Ongoing	Ongoing. Staff continues to provide support to all BMR Managers for all of the housing developments in Foster City with inclusionary units on the eligibility guidelines in addition to other fair housing practices.
H-F-1-a Non-Discrimination	Ensure that state and federal laws are adhered to regarding fair housing. The City will assist local non-profit organizations, as appropriate, to provide public information and education services.	Ongoing	Ongoing. Staff continues to audit Property Status Reports to ensure non-discriminatory practices as well as investigate all allegations of discrimination.
H-F-1-b Anti-Discrimination Ordinance and Zoning Definitions	Provide information to landlords advising them of the City's Anti-Discrimination Ordinance to prohibit discrimination based on the source of a person's income or the use of rental subsidies	Ongoing	Ongoing. Staff continues to provide the City's Anti-Discrimination Ordinance to landlords and tenants.
H-F-2-a Facilities/Services for Special Needs	Support housing that incorporates facilities and services to meet the health care, transit or social service needs of households with special needs, including seniors, extremely low income households and persons with disabilities.	Ongoing	Ongoing
H-F-2-b Victims of Domestic Violence	Assist victims of domestic violence by coordinating with and providing referrals to existing service agencies providing legal assistance, hotline, and emergency housing and prevention services to victims of domestic violence. In addition, in coordination with existing service providers, determine any other actions the City can take to assist persons in Foster City.	Ongoing	Ongoing
H-F-2-c Density Bonuses for Handicapped Access	The City may allow a one-for-one density bonus up to 25% of the number of units otherwise allowed, for developers who provide actual handicapped access features and fixtures.	Ongoing	Ongoing
H-F-2-d Adaptable/Accessible Units	The City will ensure that new multi-family housing includes units that are accessible and adaptable in conformance with the Building Code.	2% of units built	Ongoing
H-F-2-e Reasonable Accommodation.	Utilize Chapter 17.84, Reasonable Accommodation, to ensure equal access to housing.	Ongoing	Ongoing
H-F-2-f Home Sharing Program	Support the HIP Housing Home Sharing Program as part of a collection of policies, programs and practices for addressing special housing needs, including seniors, those living with disabilities, those at risk of homelessness and female head of households.	Ongoing	Ongoing. The City continues to make annual donations to the HIP Housing Program and distribute Home Sharing Flyers.

H-F-2-g Support Services for Special Needs	Work with service providers to facilitate the provision of support services to enable people to receive services in their homes, including persons at risk of homelessness, seniors, persons with mental or physical disabilities, multiple diagnoses, veterans and victims of domestic violence.	2016 and ongoing	Ongoing
H-F-2-h Expansion of BMR Eligibility Guidelines for Disabled Persons	Consider expansion of the BMR Eligibility Priorities adopted by City Resolution 2000-123 to include persons with disabilities.	2016	No action in 2021.
H-F-3-a Emergency Housing Assistance	Participate and allocate funds for County and non-profit programs providing emergency shelter and related counseling services.	Ongoing	Funding was provided to social service agencies, including CALL Primrose, HIP Housing, Samaritan House & InnVision/Shelter Network.
H-F-3-b Emergency Shelter Uses	Contribute a portion of Housing Set Aside fund to non-profit agencies involved in providing housing for the homeless. The City will also review proposals for emergency shelter uses based on the policies in the General Plan and other City development standards and requirements.	Ongoing	Funding was provided to several housing/social service agencies, including CALL Primrose, HIP Housing, Samaritan House & InnVision/Shelter Network.
H-F-3-c Multi-Jurisdictional Emergency Shelter	The City will consider participation in a multi-jurisdictional emergency shelter should one be proposed in the future.	Based on opportunity and feasibility of a proposal.	No action in 2021.
H-F-3-d Emergency Shelter Zoning	The City will allow emergency shelters as a provided in Chapter 17.82.	Ongoing	No proposals in 2021.
H-F-4-a Transitional and Supportive Housing Zoning	Enforce existing zoning regulations that allow transitional and supporting housing, as required by State law, so they are treated as a residential use that will be subject only to the same restrictions that apply to other residential uses of the same type in the same zone.	Ongoing	Ongoing.

GENERAL PLAN ANNUAL REPORT – 2021

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
CHAPTER 3: LAND USE AND CIRCULATION ELEMENT-ADOPTED FEBRUARY 1, 2016			
LUC-A-3-a	<p>Continue Code Enforcement Program. The City will continue its code enforcement program to ensure that residential, commercial and industrial properties are maintained. This responsibility will include, but not be limited to, periodic spot checks of property throughout the City and follow-up investigation of property maintenance complaints. Property maintenance standards shall be enforced, including weed abatement, painting/staining of buildings, trash and debris removal from yards, and planting and maintenance of landscaping.</p> <p>Responsibility: Community Development Department.</p> <p>Timeframe: Current and ongoing.</p>	<p>The City initiated the Foster City Access “See-Click-Fix” program in 2016 to more efficiently handle complaints and enforcement. Code enforcement of property maintenance standards is an ongoing responsibility of the Community Development Department.</p> <p>In 2021, See-Click-Fix handled 821 cases.</p> <p>Promotion of See-Click-Fix and other communications were expanded through:</p> <ul style="list-style-type: none"> Expanded City’s presence on various social media platforms, such as NextDoor, Facebook, Twitter, Instagram, and Youtube Monthly e-newsletters with updates on City events, activities and projects as well as local business community news to approximately 9,000 subscribers 	CDD
LUC-B-3-a	<p>Periodic Review of Architectural Review Guidelines and Procedures. The City will review its architectural review guidelines and procedures which direct the public and decision-makers.</p> <p>Responsibility: Planning and Code Enforcement Division and Planning Commission.</p> <p>Timeframe: Current and Ongoing</p>	Ongoing	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
LUC-C-8-a	<p>City-Owned and Controlled Lands. The City will study and adopt a policy resolution guiding the use of City-owned or controlled lands. Such land will be retained by the City until a plan for its beneficial use can be prepared.</p> <p>Responsibility: City Manager's Department, Planning and Code Enforcement Division and City Council.</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update.</p>	<p>A Surplus Land Policy was adopted in early 2017.</p> <p>In 2021, the City Council held Study Sessions to discuss long range planning, land uses and certain land use opportunity sites such as the Golf Course Site.</p>	CDD-CM
LUC-C-12-a	<p>Periodic Monitoring of Land Uses Throughout the City. Periodically monitor land uses throughout the City to determine when changes in land use may be appropriate, actual land use practices, economic practicality of maintaining current land uses and level of property maintenance. Specific future actions might include:</p> <ul style="list-style-type: none"> a. Revitalization of older neighborhood retail centers. b. Changes in land use designations and zoning where necessary to respond to changes in economic conditions and/or City needs. c. Meeting with property owners to discuss possible redevelopment opportunities and constraints, especially in the Chess Drive/Hatch Drive area and along the northeast side of Foster City Boulevard. <p>Responsibility: Planning and Code Enforcement Division and Planning Commission.</p> <p>Timeframe: Current and ongoing.</p>	<p>On January 19, 2021, the City Council reviewed a Preliminary Review application for a new stand-alone restaurant/retail pavilion (including three new tenant spaces), proposed to be located in an underutilized area of a parking lot at Century Plaza (PR2020-0004).</p> <p>On May 6, 2021, the Planning Commission held a Study Session on an application for a new stand-alone restaurant/retail pavilion (including three new tenant spaces), proposed to be located in an underutilized area of a parking lot at Century Plaza (UP2021-0015).</p> <p>On July 19, 2021, the City Council approved an 83,187 Square-Foot, Seven-Story Hotel with 151 Guest Rooms and Associated Site Improvements at the Vacant Lot Located at the Southwest Corner of Metro Center</p>	CDD-CM

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		<p>Boulevard and Shell Boulevard (RZ2019-0002).</p> <p>On July 19, 2021, the City Council conducted a Preliminary Review of a Proposal to Allow Research & Development Use on floors Four (4) through Eight (8) at Parkside Towers Office Development (PR2020-0007).</p> <p>On November 1, 2021, the City Council conducted a Preliminary Review of a Proposal to Allow Research & Development Use at Century Plaza Office Building (PR2021-0002).</p> <p>On January 19, 2021, the City Council has reviewed a Preliminary Review application to redevelop the vacant El Torito restaurant into a new Class A life sciences office building at 388 Vintage Park Drive (PR2020-0005).</p> <p>On November 4, 2021, the Planning Commission held a Study Session on an application to redevelop the vacant El Torito restaurant into a new Class A life sciences office building at 388 Vintage Park Drive (UP2021-0023 & UP2021-0024).</p> <p>The City provided a Grant to the owners of Beach Park Plaza of up to \$300,000 as a part of the Commercial Façade Program, which aims to assist neighborhood</p>	

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		<p>shopping center owners in upgrading the appearance and condition of the centers to help foster a positive retail environment and stimulate economic development. The Beach Park Plaza façade improvement was completed in February 2021.</p> <p>The City supported local businesses during the COVID-19 Pandemic through economic assistance grants, fund support local initiatives, and temporarily suspended Code Enforcement actions and permitting to allow for outdoor dining and services.</p>	
LUC-C-13-a	<p>Review Chapter 17.68. Review and amend as necessary the provisions of Chapter 17.68, General Performance Standards, of Title 17, Zoning, of the Foster City Municipal Code.</p> <p>Responsible Parties: Community Development Department Staff; Planning Commission; City Council</p> <p>Time Frame: Immediately after adoption of amended Land Use and Circulation Element</p>	No changes in 2021.	CDD
LUC-D-7-a	<p>Amend Chess Drive/Hatch Drive Use Lists. Review, amend or replace the M-1 (Light Industrial) District of Title 17, Zoning, of the Foster City Municipal Code, as it applies to APNs 094-010-100, -500, -510 to the Chess Drive/Hatch Drive Commercial – Industrial Area in order to allow a broader array of businesses/land uses than is currently allowed.</p>	The use list for these parcels were approved as part of the Chess-Hatch Offices Use Permit on April 17, 2014.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsible Parties: Community Development Department Staff; Planning Commission; City Council</p> <p>Time Frame: Immediately after adoption of amended Land Use and Circulation Element</p>		
LUC-D-10-a	<p>Amendment of M-1 (Light Industrial) Zoning. Based on the study of existing and anticipated uses in the M-1 (Light Industrial) Zoning District, the City will amend the District to allow some commercial, office, and retail uses in addition to light industrial uses. Standards for ensuring compatibility of uses will be adopted by the City at the same time.</p> <p>Responsibility: Planning and Code Enforcement Division, Planning Commission and City Council.</p> <p>Timeframe: Begin amendment process after adoption of the Land Use and Circulation Element.</p>	No changes in 2021.	CDD
LUC-E-2-a	<p>Plan Consultation and Consistency. Maintenance, planning, and design of projects affecting the transportation system shall be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans, except that where such consistency cannot be achieved without negative consequences, consistency shall not be required if the head of the relevant department provides written approval explaining the basis of such deviation.</p> <p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	Ongoing. All City projects proposed in the Capital Improvement Program each Fiscal Year are developed consistent with the General Plan and also reviewed by the Planning Commission for consistency.	PW CDD
LUC-E-2-b	<p>Street Network/Connectivity. As feasible, Foster City shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users and to create employment, with the particular goal of creating a connected network of</p>	Ongoing. All City and development projects incorporate, where feasible, Complete Streets infrastructure.	PW CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for existing and anticipated future areas of travel origination or destination.</p> <p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.	
LUC-E-2-c	<p>Bicycle and Pedestrian Advisory Consultation. Transportation projects shall be reviewed by the Traffic Review Committee early in the planning and design stage, to provide comments and recommendations regarding Complete Streets features to be incorporated into the project.</p> <p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	<p>Ongoing. Traffic related items (traffic improvement requests, relevant CIP projects, etc.) were taken to the Traffic Review Committee for recommendation to the City Council prior to approval.</p> <p>On February 9, 2021, the City Council approved the installation of a temporary Class II Bikeway along Edgewater Boulevard between Beach Park Blvd. and Baffin Street to provide another alternative route for cyclists while the Levee Improvement Project is under construction. The temporary Class II Bikeway was installed in March 2021 and will be considered for permanent installment at the completion of the Levee Project.</p>	PW CDD
LUC-E-2-d	<p>Evaluation. All relevant agencies or departments shall perform evaluations of how well the streets and transportation network of Foster City are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.</p>	The Metropolitan Transportation Commission's Pavement Management Technical Assistance Program (P-TAP) provides the City with various resources to understand its pavement condition. Through P-TAP, pavement consultants are hired to inspect City streets and	PW CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	update the PMP database every two to three years. The program helps determine the most cost-effective treatment to extend the life of the roadways.	
LUC-E-2-e	<p>Leadership Approval for Exemptions. Projects that seek Complete Streets exemptions must provide written finding of why accommodations for all modes that were not included in the project and signed off by the Public Works Director or equivalent high level staff person. Projects that are granted exceptions must be made publically available for review. Federal guidance on exceptions can be found from the Federal Highway Administration (FHWA) Accommodating Bicycle and Pedestrian Travel</p> <p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	No requests for exemption from Complete Streets requirements were received in 2021.	PW CDD
LUC-E-7-a	<p>Transit System Infrastructure. The City will work with transit providers to facilitate the maintenance and upgrade of the transit system infrastructure to enhance public use, including:</p> <ul style="list-style-type: none"> a. Transit stops and bus lanes that are safe, convenient, clean and efficient; b. Accessible transit stops that have clearly marked street-level designation; c. Transit stops that are safe, sheltered, clean, and well lit; d. Transit stops that are located along corridors within mixed-use or transit-oriented development areas. 	No changes in 2021. Review of transit system infrastructure is done concurrently with development review.	PW CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Current and Ongoing</p>		
LUC-E-7-b	<p>Public Transit Information. The City will provide information regarding public transit at City Hall, the Recreation Center, the City's web site, and other locations to promote the use of public transit.</p> <p>Responsibility: City Manager's Office</p> <p>Timeframe: Current and Ongoing</p>	Public transit information is provided at City buildings and on the City's website.	CDD
LUC-E-7-b	<p>Designation of New Bus Routes. The City will work with transit providers to designate new bus routes, provide curbside space for bus stops, and require major commercial/industrial developments along bus routes to accommodate buses in their circulation plans. Bus turnouts or shelters will also be required to be provided by the development.</p> <p>Responsibility: City Manager's Office, Community Development Department and Public Works Department.</p> <p>Timeframe: Current and ongoing.</p>	As part of Reimagine SamTrans, a planning and outreach project to redesign the entire SamTrans bus system, Route FCX (the Foster City Commuter Express) will have service increases to every 30 minutes. Additionally, new Sunday services will be added on Route 251.	<p>PW</p> <p>CM</p> <p>CDD</p>
LUC-E-8-a	<p>Bicycle and Pedestrian Access. Make it a condition of approval that new, large-scale developments address transit, biking and walking access to the site.</p> <p>Responsibility: Community Development Department</p>	Ongoing as a part of development review.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	Timeframe: Current and Ongoing		
LUC-E-8-b	<p>Development Standards for Bicycles. The City will establish standards for new development and redevelopment projects to support bicycle use, including:</p> <ul style="list-style-type: none"> a. Develop standards for safe pedestrian and bicyclist accommodations, including: <ul style="list-style-type: none"> i. "Complete Streets" policies that foster equal access by all users in the roadway design; ii. Bicycle and pedestrian access internally and in connection to other areas through easements; iii. Safe access to public transportation and other non-motorized uses through construction of dedicated paths; iv. Safe road crossings at major intersections. <p>Responsibility: Community Development Department, Public Works Department and Police Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update</p>	<p>Development of standards are included in the Bicycle, Pedestrian and Intersection Evaluation Study prepared in 2017 and adopted by the City Council on February 5, 2018.</p> <p>Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.</p>	<p>PW</p> <p>CDD</p> <p>PD</p>
LUC-E-9-a	<p>Pedestrian and Bicycle Safety. Provide safe and convenient access for pedestrians and bicyclists to, across, and along major roadways. The City shall conduct a study of all intersections in the City from a comprehensive perspective which would consider the needs of pedestrians, bicyclists and motorists. The study will include an examination of potential options to address not only current conditions but also conditions anticipated by future development, including enforcement of traffic laws applicable to pedestrians and bicycles. The City will also prepare a study that reviews highly used intersections by pedestrians that are going to Foster City schools and recreational amenities such as the levee and parks and identify ways to increase pedestrian safety at those intersections.</p>	<p>Development of a Master Plan for Bicycle, Pedestrian and Intersections was prepared in 2017 and adopted by the City Council on February 5, 2018.</p> <p>Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.</p> <p>The City continues to implement improvements as recommended from the Study.</p>	<p>PW</p> <p>CDD</p> <p>PD</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department, Public Works Department and Police Department</p> <p>Timeframe: As appropriate with project design review</p>	As part of the Levee Improvements Project, a temporary Class II Bikeway along Beach Park Blvd between Teal Street and Foster City Boulevard was installed to provide an alternative route for cyclists while the Levee Improvements Project is under construction.	
LUC-E-9-b	<p>Bicycle Route and Pedestrian Path Improvement Program. The City shall conduct a study with the following goals: 1) identify bike routes that may need enhancements that would increase cyclist safety going to schools, parks, shopping center or civic areas; and 2) identify major thoroughfares and any enhancements to those roadways that would allow cyclists to get to the levee and other common destinations safely. The purpose of the bicycle route system is to connect major work, shopping, school, civic, and recreational destinations throughout the City, while avoiding as many of the most heavily used street segments as possible.</p> <p>Responsibility: Community Development Department, Public Works Department, Parks and Recreation Department, Parks and Recreation Committee, Planning Commission and City Council.</p> <p>Timeframe: Current and ongoing.</p>	<p>Development of a Master Plan for Bicycle, Pedestrian, and Intersection improvements was prepared in 2017 and adopted by the City Council on February 5, 2018.</p> <p>Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.</p> <p>The City continues to implement improvements as recommended from the Study.</p>	<p>PW</p> <p>CDD</p> <p>PR</p>
LUC-F-1-a	<p>System Monitoring. The City will monitor traffic and congestion to determine when and where the City needs new transportation or circulation facilities in order to increase access and efficiency.</p> <p>Responsibility: Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	<p>Ongoing.</p> <p>On October 18, 2021, the City Council awarded a contract to Mike Brown Electric Co. For the construction of the permanent implementation of the TRPP (Dynamic Signage for Traffic Relief Pilot Program -CIP 301-694). Construction is scheduled to begin in January 2022 and is expected to be completed by the end of April 2022.</p>	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
LUC-F-1-b	<p>Signal Synchronization. The City will review signal timing programs to enhance traffic flow and efficiency and determine where emissions reduction benefits can be demonstrated, including maintenance of the synchronization system, and will coordinate with adjoining jurisdictions as needed to optimize transit operation while maintaining a free flow of traffic.</p> <p>Responsibility: Public Works Department</p> <p>Timeframe: Current and Ongoing</p>	Ongoing.	PW
LUC-F-1-c	<p>Periodically Monitor Traffic Conditions. The City will periodically monitor traffic conditions on arterial and selected collector streets to determine levels of service and safety conditions. Traffic counts will be updated and visual monitoring performed regularly at all major street intersections to determine levels of service, safety conditions, and if additional traffic control measures are warranted or if changes in the sequence of traffic signal cycles are necessary.</p> <p>Responsibility: Public Works Department.</p> <p>Timeframe: Current and ongoing.</p>	Ongoing.	PW
LUC-F-1-d	<p>Traffic Calming. Develop guidelines for traffic calming techniques, as needed.</p> <p>Responsibility: Community Development Department and Public Works Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update.</p>	<p>Speed survey was updated in December 2016 and the next Speed survey is due December 2023.</p> <p>The City has been working in conjunction with the San Mateo County Transportation Authority (SMCTA), City/County Association of Governments (C/CAG), Caltrans, and the City of San Mateo on the US 101/SR 92 Interchange Area Improvement Project (Short-Term project) and the US-101/SR-92 Direct Connector (Long-Term project).</p>	<p>PW</p> <p>CDD</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		<p>Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.</p> <p>Development of a Master Plan for Bicycle, Pedestrian, and Intersection improvements was prepared in 2017 and adopted by the City Council on February 5, 2018.</p> <p>The City continues to implement improvements as recommended from the Study.</p>	
LUC-F-2-a	<p>Implementation of Traffic Reduction Programs.</p> <p>As appropriate, require new non-residential developments to include a traffic reduction strategy with a variety of methods to reduce single-occupancy vehicles, provided programs exist.</p> <p>Responsibility: City Manager's Department and Planning and Code Enforcement Division.</p> <p>Timeframe: Monitor compliance annually.</p>	Transportation Demand Management programs are required in all new non-residential developments.	CDD
LUC-F-3-a	<p>Employer Shuttle Fair-Share. Include as a condition of approval that employers shall fund, at a level commensurate with the transit demand, new or expanded employee shuttle services to transit hubs on the Peninsula and, if applicable, in the East Bay.</p> <p>Responsibility: Community Development Department</p> <p>Timeframe: Upon adoption of the Land Use and Circulation Element</p>	Ongoing as part of development review.	CDD
LUC-F-3-b	<p>Vintage Park Transit Service. As areas are redeveloped, the City shall encourage transit providers to re-route bus lines or designate a new bus line to serve employees of this development, as appropriate.</p>	Gilead Sciences has instituted a robust Transportation Demand Management program, including the launch of the	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>The City has provided some existing curbside areas for bus stops, and new ones shall be provided by the developer as needed. The City shall consult with SamTrans and AC Transit to determine the optimum routes for a new bus line(s).</p> <p>Responsibility: Community Development Department and Public Works Department.</p> <p>Timeframe: Prior to completion of Vintage Park.</p>	<p>Gilead Commuter Bus Program on December 1, 2016. Gilead is permitted to generate up to 2,110 new AM peak hour trips and up to 2,230 new PM peak hour trips. In the TDM Annual Report Submittal for 2019, the Gilead Commuter Program and other TDM measures have resulted in up to 1,013 new AM peak hour trips and 822 new PM peak hour trips, well below the maximum that would be allowed. Approximately 1,100 employees current participate in the commuter program.</p>	
LUC-G-1-a	<p>Parking Requirements. Re-evaluate parking requirements in the Zoning Ordinance to ensure that they are adequate but not excessive, in order to ensure that they do not unnecessarily increase the cost of developments or promote a surplus of parking.</p> <p>Responsibility: Planning and Code Enforcement Division</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update.</p>	<p>In 2020, City staff reviewed an application for text amendments to the Municipal Code to allow for greater flexibility in parking requirements in the City's Planned Development combining district.</p> <p>On January 4, 2021, an amendment to Section 17.36.060, Off-Street Parking Requirements in a PD District, of Title 17, Zoning, of the Foster City Municipal Code was adopted by the City Council.</p>	CDD
LUC-G-2-a	<p>Low Emission Vehicles. The City will support and promote the use of low-emission vehicles, by:</p> <p>a. Encouraging the necessary infrastructure to encourage the use of low-emission vehicles (LEV) and clean alternative fuels, such as development of electric vehicle charging facilities and conveniently located alternative fueling stations;</p>	<p>In December 2019, City Council approved the establishment of a Residential Electric Vehicle (EV) Charging Station Rebate and Incentive Program.</p>	<p>CDD</p> <p>CM</p> <p>PW</p> <p>PARKS</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>b. Encouraging new construction to include vehicle access to properly wired outdoor receptacles to accommodate LEV and/or plug in electric hybrids (PHEV);</p> <p>c. Encouraging transportation fleet standards to achieve the lowest emissions possible.</p> <p>Responsibility: City Manager's Office, Community Development Department, Public Works Department, Parks and Recreation Department and other fleet operators</p> <p>Timeframe: As appropriate with new or modified development.</p>	<p>Private EV charging initiatives have been included as eligible projects for Community Benefit funding.</p> <p>In 2021 21 permits were issued for EV charging stations – all in private homes.</p>	
LUC-H-1-a	<p>Green Building Guidelines and Incentives. The City will support the use of green building practices by:</p> <p>a. Providing information, marketing, training, and technical assistance about green building practices;</p> <p>b. Considering guidelines for green building practices in residential and commercial development; and</p> <p>c. Implementing sustainable practices where feasible in public buildings and spaces.</p> <p>Responsibility: Community Development Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update</p>	<p>In 2015 the City has required LEED Silver or equivalent standards for individual projects, including Gilead Sciences, Pilgrim Triton Master Plan and Chess/Hatch Offices.</p> <p>On November 18, 2019 the City Council adopted the 2019 California Green Building Standards Code.</p> <p>On November 18, 2019 the City Council adopted Appendix M (alternate water service sizing) of the 2019 California Plumbing Code.</p> <p>The City of Foster City continues to offer residents who install solar photovoltaic technology (solar PV) a \$1,000 rebate on qualifying systems.</p> <p>The Green Infrastructure (GI) Plan was adopted by the City Council on August</p>	<p>PW</p> <p>CDD</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		<p>19, 2019. In addition, CIP projects are reviewed annually for GI potential.</p> <p>In 2021, Municipal Code Chapter 15.44 Recycle and Salvaging of Construction and Demolition Debris was updated to address the status of deposits for permits that expire or are withdrawn.</p>	
LUC-H-2-a	<p>Climate Action Plan. The City will prepare, adopt and implement a comprehensive Climate Action Plan (CAP) to achieve its fair share of statewide emissions reductions for the 2020 timeframe consistent with AB32. The CAP will specify the strategies, measures and actions to be taken for each inventory sector (transportation, electricity, solid waste, etc.) to achieve the overall emission reduction target, and include an adaptive management process that can incorporate new technology and respond when goals are not being met.</p> <p>Responsibility: City Manager's Office and Community Development Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update</p>	<p>In 2020, City Council approved an agreement with a consultant to update the City's Climate Action Plan.</p> <p>Pivoting from 2020, in 2021 the City hired new consultants to perform a Climate Action Plan (CAP) Assessment to evaluate the effectiveness of the climate action compared to the technical performance targets outlined in the 2016 Climate Action Plan and perform an assessment to evaluate the effectiveness of the current organizational strategy for climate action implementation in a comprehensive manner.</p>	<p>CDD</p> <p>CM</p>
LUC-H-2-b	<p>Vehicle Idling. The City will enforce State idling laws for commercial vehicles, including delivery and construction vehicles.</p> <p>Responsibility: Police Department</p> <p>Timeframe: Current and Ongoing</p>	Ongoing	POL
LUC-H-5-a	<p>Tree and Landscape Program. Include requirements for tree and landscape planting in all new developments and redevelopment in design review and landscape guidelines.</p>	Ongoing during development review.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element Update</p>		
LUC-I-1-a	<p>Enhance existing retail centers & opportunities. Promote retail opportunities through coordinated sign guidelines and way-finding programs to create a “sense of place” in older shopping centers.</p> <p>Responsibility: Community Development Department</p> <p>Timeframe: Upon completion of the Land Use and Circulation Element</p>	<p>Sign Guidelines for various shopping centers have been amended to enhance retail opportunities, including review of guidelines for;</p> <p>Marketplace in 2017-18:</p> <p>Edgewater Place: 1/15/2015</p> <p>Marlin Cove: 8/16/01</p> <p>Parkside Towers: 6/3/2015</p> <p>Pilgrim Triton: 3/31/2016</p> <p>Foster Square: 11/3/2016</p> <p>Marketplace: 1/11/18</p> <p>Illumina: 11/1/18</p> <p>Beach Park Plaza 1/17/19</p> <p>Metro Center: 11/4/2021</p> <p>City Council approved Commercial Facade Improvement Program in September 2017 to provide matching grants to neighborhood shopping center owners in upgrading the appearance and condition of the centers. On January 17, 2019, the Planning Commission approved a Use Permit Modification and Master Sign Program for Beach Park</p>	CDD/CM

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		Plaza. On December 4, 2019, the building permit for facade and site improvements was issued. On May 5, 2020, a building permit was issued for signs. Work on the Beach Park Plaza facade and site improvements continued throughout 2020. Work was completed in 2021.	
LUC-K-1-a	<p>Monitor Neighborhood Retail Centers. To determine the viability of existing neighborhood retail centers, the City will monitor vacancies and the physical condition of these centers. A General Plan amendment would be necessary at the time conversion to any other use is considered.</p> <p>Responsibility: Planning and Code Enforcement Division.</p> <p>Timeframe: Current and ongoing.</p>	In 2021 CDD staff has continued to proactively monitor, respond to complaints, and work closely with the property managers of each of the 9 retail centers located in Foster City. CDD staff has pursued code enforcement actions and received voluntary compliance from owners/property managers of Edgewater Place, Beach Park Plaza, 1000 Metro Center, 1010 Metro Center, Metro Center Shopping Center, and Foster Square. The City has continued to assist restaurant owners and property managers to provide outdoor dining due the Covid pandemic and the State's social distancing restrictions.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
LUC-L-5-a	<p>Parks Facilities Plan. The City shall adopt and regularly review a Parks Facilities Plan which addresses the need for new, and maintenance of existing, park facilities. This plan will be used as a basis for establishing needed park in-lieu fees and review of the City's adopted Capital Improvements Program.</p> <p>Responsibility: Parks and Recreation Department, Public Works Department and City Council.</p> <p>Timeframe: Current and ongoing.</p>	<p>Ongoing as part of annual Capital Improvements Plan.</p> <p>At a January 2019 City Council Regular Meeting, a Recreation Center Conceptual Plan report was accepted and the City Council selected a Preferred Alternative. This included funding for Architectural Design in the preliminary FY 2019-2020 Capital Improvement budget. The Recreation Center Reconstruction project was put on "hold" until the Levee Improvement Project is completed, which is currently in progress.</p> <p>In 2019 a consultant was engaged to conduct a Parks System Master Plan but was shifted by Council to an effort to be conducted by Staff to identify long-term maintenance and improvement of the 24 Parks in the Foster City System.</p> <p>Additional funds for CIP 301-682 Park System Master Plan Study were budgeted in Fiscal Year 2021-2022 for services and supplies required to develop and implement the plan.</p>	PARKS
LUC-L-9-a	<p>Child Care Facility Regulations. Amend Title 17, Zoning, to require a Use Permit for large family day care homes providing care for nine to 14 children and day care centers providing care to over 14 children.</p> <p>Responsibility: Community Development Department.</p> <p>Timeframe: Begin amendment after update of Land Use and</p>	Completed.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	Circulation Element.		
LUC-L-10-a	<p>Fire Department Annual Inspections. The Fire Department shall perform annual inspections and review new business license applications of all businesses in Foster City. The inspections should ensure, among other things, that all hazardous materials are handled properly and pertinent information regarding the materials is provided to the City.</p> <p>Responsibility: Fire Department.</p> <p>Timeframe: Current and ongoing.</p>	Ongoing	FIRE
LUC-L-11-a	<p>Water System Improvements. Evaluate the condition and capacity of the water system each year to determine whether to include improvements to the water system in the Capital Improvement Program.</p> <p>Responsibility: District Board, Public Works Department.</p> <p>Timeframe: During annual Capital Improvement Program review.</p>	A Potable Water System Risk and Resilience Assessment and updated Emergency Response Plan were certified to the Environmental Protection Agency (EPA) in June and December 2021 respectively.	PW
LUC-L-13-a	<p>Wastewater System Improvements. Evaluate the condition and capacity of the wastewater system each year to determine whether to include improvements to the wastewater system in the Capital Improvement Program.</p> <p>Responsibility: District Board, Public Works Department.</p> <p>Timeframe: During annual Capital Improvement Program review.</p>	<p>The Wastewater Collection System Master plan was completed and accepted by Council May 2020. The study addresses repairs and improvements over the next 20-year period. Implementation of the projects into the budget are ongoing.</p> <p>Foster City is working with the City of San Mateo to construct improvements at the jointly owned wastewater treatment plant. Startup and commissioning of new treatment facilities is targeted to be completed by summer 2023, followed by retrofit of existing facilities and</p>	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		commissioning of the integrated WWTP by mid-year in 2024.	
CHAPTER 4: HOUSING ELEMENT – ADOPTED FEBRUARY 2015 = SEE SEPARATE REPORT ON HCD FORMS			
CHAPTER 5: PARKS OPEN SPACE AND CONSERVATION ELEMENT – ADOPTED SEPTEMBER 2009			
PC-a	<p>Periodic Recreation User Surveys. Encourage feedback from recreation program participants, facility users and the general community with periodic surveys.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing</p> <p>In December 2021, the City issued a community wide Parks System and Recreation Center survey. The survey will help assess the community's satisfaction with City's existing recreational outlets and parks and sought input regarding which new features could be added in the coming years. Feedback from the survey will ultimately be considered by the City Council as they begin examining ways to potentially upgrade the City's recreational amenities and open spaces.</p>	PARKS
PC-b	<p>Respond to Changing Recreation Needs. Expand and diversify classes and activities to address new recreation trends and changing community needs.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
PC-c	<p>Implement the City of Foster City Bikeway System Report. Implement the City of Foster City Bikeway System Report, adopted by the City Council on January 7, 1991.</p> <p>Responsibility: Parks and Recreation Department, Public Works Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Development of a Master Plan for Bicycle, Pedestrian and Intersection was prepared in 2017 and adopted by the City Council on February 5, 2018. Implementation of improvements is ongoing.</p> <p>Council approved installation of sharrows on Class III bike routes to be installed as streets have pavement rehabilitation.</p>	PW PARKS
PC-d	<p>Improve Facilities. Perform maintenance and specific improvements to parks and recreation facilities as identified in the Capital Improvement Program Five Year Plan.</p> <p>Responsibility: Parks and Recreation Department, Parks and Recreation Committee.</p> <p>Timeline: Current and Ongoing, Long-term</p>	<p>The City conducted the Public Outreach phase of the Recreation Center Master Plan from October 2016-January 2017.</p> <p>At the January 2019 City Council Regular Meeting, the Conceptual Plan report was accepted and the City Council selected a Preferred Alternative and provided direction for including funding for Architectural Design in the preliminary FY 2019-2020 Capital Improvement budget. This project was put on “hold” until the Levee Improvement Project is completed, which is currently under construction.</p> <p>In 2019 a consultant was engaged to conduct a Parks System Master Plan but was shifted by Council to an effort to be conducted by Staff to identify long-term maintenance and improvement of the 24 Parks in the Foster City System.</p> <p>Additional funds for CIP 301-682 Park System Master Plan Study were</p>	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		budgeted in Fiscal Year 2021-2022 for services and supplies required to develop and implement the plan.	
PC-e	<p>Park Inspections. Perform and document monthly inspections of park amenities and infrastructure.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing	PARKS
PC-f	<p>Playfield Inspections. Inspect playfields during weekly maintenance.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing	PARKS
PC-g	<p>Levee Pedway Maintenance. Maintain the levee pedway, repairing and resurfacing when necessary.</p> <p>Responsibility: Parks and Recreation Department, Public Works Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing quarterly inspections are conducted and maintenance performed as necessary.</p> <p>In September 2020, the construction of the Levee Protection Planning and Improvements Project (CIP 327-657) began. Sheet pile installation for Phases 1, 2, and 3 is complete as well as approximately 3 miles of concrete cap work. The project is anticipated to be complete in January 2024.</p>	<p>PARKS</p> <p>PW</p>
PC-h	<p>Existing Pedway Enhancement. Enhance the existing pedway system by providing observation points, water fountains, additional and replacement landscaping, trash cans, additional paved access points with hand rails and additional benches along the pathways.</p> <p>Responsibility: Parks and Recreation Department, Public Works Department.</p>	Construction of the Levee Protection Planning and Improvements Project (CIP 327-657) is ongoing. The completed 6.5-mile pathway will range from 14- 18 feet in width and will include separate pedestrian and bicycle lanes in each direction. New signage, trash and recycling containers, observation points	<p>PARKS</p> <p>PW</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	Timeline: Financing is undetermined, long-term.	benches, picnic tables, interpretive signage, and bicycle fix-it stations will be installed along the completed pathway.	
PC-i	<p>Senior Activities. Maintain the existing senior center and continue to provide programs, activities and services to seniors at this facility.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing	PARKS
PC-j	<p>Special Needs. Require that any improvements to open space lands be designed to accommodate people with special needs.</p> <p>Responsibility: Community Development Department, Parks and Recreation Department.</p> <p>Timeline: During Plan Review.</p>	Ongoing	PARKS CDD
PC-k	<p>Public Access. Require dedication of open space lands or public access easements as a part of new development or redevelopment along the Bay or the Belmont Slough.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review.</p>	Ongoing	CDD
PC-l	<p>Wetlands Enhancement. Improve wetland areas in accordance with state and federal regulations to enhance the natural characteristics of the wetlands.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review.</p>	Ongoing	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
PC-m	<p>Median Strip Planting. Continue to maintain median strip planting along major roadways and bridges in Metro Center, residential neighborhoods, and industrial areas in accordance with the Median Development Master Plan.</p> <p>Responsibility: Parks and Recreation Department.</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS
PC-n	<p>Architectural Review. Review all new development or improvement proposals through the City of Foster City's architectural review process for: (1) Impacts on access to sunlight on public areas; (2) provision of street furniture and attractive landscaping in public open spaces; and (3) impacts on waterfront views.</p> <p>Responsibility: Community Development Department, Parks and Recreation Department, Planning</p> <p>Commission and City Council.</p> <p>Timeline: During Plan Review.</p>	Ongoing	CDD
PC-o	<p>Youth and Teen Activities. Continue to evaluate classes, services and programs for youth and teens and make changes when necessary to meet the changing recreational needs of these age groups.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS
PC-p	<p>Youth Advisory Committee. Use the Youth Advisory Committee to promote meaningful involvement of the City of Foster City's youth in evaluating park and recreation facilities and services.</p> <p>Responsibility: City Council, Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing</p>	Ongoing	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
PC-q	<p>Teen Center. Design and construct a permanent Teen Center to replace the temporary facility.</p> <p>Responsibility: Community Development Department, Parks and Recreation Department and City Council</p> <p>Timeframe: 2008-2009.</p>	Teen Center construction was completed in 2009.	PARKS
PC-r	<p>Parks and Recreation Committee. Use the Parks and Recreation Committee to advise the City of Foster City and the Parks and Recreation Department on proposed park projects and recreational programs.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS
PC-s	<p>Shoreline Band. Work with the Bay Conservation Development Commission and the Association of Bay Area Governments to protect and enhance the 100-foot shoreline band for conservation and recreation.</p> <p>Responsibility: Community Development Department and the Parks and Recreation Department.</p> <p>Timeline: Current and Ongoing.</p>	BCDC requirements have been conducted as part of the development of the plans for the Levee Improvement project.	CDD PARKS
PC-t	<p>Court Resurfacing. Resurface and paint tennis and basketball courts every five years or as necessary in conjunction with the CIP Five Year plan.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeline: Current and Ongoing.</p>	Ongoing	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
PC-u	<p>Leo J. Ryan Park and Boardwalk. Complete the redesign and refurbishment of the park which includes landscaping, pathway repairs, park entry improvements and new restroom facilities.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current with completion scheduled for 2005.</p>	Leo J. Ryan refurbishment was completed in 2005.	PARKS
PC-v	<p>Bay Trail. Work with the Bay Conservation Development Commission and all other applicable agencies to develop a Bay Trail System.</p> <p>Responsibility: Community Development Department and the Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS-CDD
PC-w	<p>“Destination Park”. Design and construct a new passive park on City of Foster City owned property at the terminus of Halibut Street adjacent to the levee pedway that will include picnic tables, a drinking fountain, a small restroom, benches, a bike rack, and an “interpretive center.”</p> <p>Responsibility: Community Development Department, Parks and Recreation Department and City Council</p> <p>Timeframe: Current and long-term.</p>	Grand Opening of Shorebird Park was in June 2015.	PARKS
PC-x	<p>Cultural Arts. Seek to provide a wide variety of cultural arts in the City of Foster City through classes, concerts, and special events.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS
PC-y	<p>Special Events. Work with organizations to hold a wide variety of special events in the City of Foster City including the Art and Wine Festival, Fourth of July Celebration, Concert in the Park Series and other special events.</p>	<p>Ongoing</p> <p>Programming in 2020 was shifted from “in-person” to virtual in 2020 and 2021</p>	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Parks and Recreation Department and City Council.</p> <p>Timeframe: Current and Ongoing.</p>	<p>due to health officer regulations related to the COVID-19 pandemic.</p> <p>Promotion of community events and other communications were expanded through:</p> <ul style="list-style-type: none"> Expanded City's presence on various social media platforms, such as NextDoor, Facebook, Twitter, Instagram, and Youtube Monthly e-newsletters with updates on City events, activities and projects as well as local business community news to approximately 9,000 subscribers <p>In 2021, in honor of the City's 50th Anniversary, the Parks and Recreation Department hosted a variety of events to commemorate the milestone. Events included new programs such as car and boat parade as well as the re-introduction of past favorites such as Sandcastle Contest and Rubber Ducky Races.</p>	
PC-z	<p>Recreation Programs and Services Outreach. Provide information on the available classes and programs offered through the City of Foster City by using <i>The Guide</i>, handouts at City Hall and the Recreation Center and by posting information on the City of Foster City's web page.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	Ongoing	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
PC-qq	<p>Lagoons and Waterways: Recreational Opportunities. Promote the use of the lagoon for recreational purposes by allowing special events to occur on the lagoon, maintaining public beaches and boat ramps for access to the lagoon and maintaining the lagoon for use by boaters and windsurfers.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing.</p>	<p>Ongoing</p> <p>The City continues to prioritize lagoon safety messaging through a targeted “Be Aware and Share” public education campaign to promote awareness of all recreational lagoon users – swimmers and boaters.</p>	PARKS
PC-bb	<p>Shared Use Facilities. Continue to work with the San Mateo-Foster City School District to share facilities with the school district and provide activities and programs at schools within the City of Foster City.</p> <p>Responsibility: Parks and Recreation Department</p> <p>Timeframe: Current and Ongoing</p>	Ongoing	PARKS
PC-cc	<p>Maintenance of Lagoon Pathways. Develop a program to identify which parties are responsible for maintenance of the areas adjacent to the lagoon.</p> <p>Responsibility: Public Works/Engineering Department; Parks and Recreation Department, and the Community Development Department</p> <p>Timing: Long-term</p>	Ongoing	<p>PARKS</p> <p>PW</p> <p>CDD</p>
CHAPTER 6: NOISE ELEMENT – ADOPTED MAY 1993			
N-a	<p>Noise Ordinance and Vehicular Noise Abatement Publicity and Staff Training. Provide publicity regarding the Noise Ordinance and train Police, Public Works and Community Development Department personnel as needed in the use of noise measurement equipment to enforce the Noise Ordinance and vehicular noise standards, and to monitor noise levels throughout the City.</p>	Ongoing.	POLICE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Police Department, Community Development Department and Public Works Department.</p> <p>Timeline: Ongoing</p>		
N-b	<p>Periodic Noise Monitoring. Periodically monitor residential noise generators and will develop noise reduction and abatement measures that can be applied to limit noise and phase in mitigation.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: Ongoing.</p>	Noise monitoring was done as part of the General Plan EIR in 2015.	CDD
N-c	<p>Purchase of City Vehicles and Equipment. The City will consider noise criteria in the purchase of new vehicles, their components and other equipment.</p> <p>Responsibility: City Manager's Department.</p> <p>Timeline: Ongoing</p>	Ongoing.	CM PARKS
N-d	<p>Regulation of Special Events. The City will evaluate and improve control mechanisms to minimize the noise impacts of special events, including:</p> <ul style="list-style-type: none"> a. Planning for overflow potential (parking, crowds). b. Establishment of citation mechanism. c. Establishment of a formal review of past performance. d. Informing neighborhood residents about events. e. Responsibility: Community Development Department, Police and Public Works Departments. f. Timeline: 1993 and ongoing. 	Ongoing: Special events are vetted through IDEC to ensure minimal community disruption and sufficient notification is provided to community.	CDD POLICE
N-e	<p>Coordination of Complaint Information and Enforcement. The City will establish improved coordination of complaint information between the Planning, Police and Public Works Departments and will continue code enforcement programs.</p>	The City initiated the Foster City Access "See-Click-Fix" program in 2016 to more efficiently handle complaints and enforcement. Code enforcement of property maintenance standards is an	CDD POLICE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department, Police Department and Public Works Department.</p> <p>Timeline: Ongoing</p>	<p>ongoing responsibility of the Community Development Department.</p> <p>In 2021, See-Click-Fix handled 821 cases.</p> <p>P.D. continues to respond to See, Click, Fix reports of graffiti, parking complaints, and traffic-related complaints. Complaints received via email are vetted and routed to the appropriate point of contact.</p>	
N-f	<p>Recology Contract. The City will review the hours of refuse collection operation for Recology and will establish and enforce performance standards as appropriate.</p> <p>Responsibility: City Manager's Department and City Council</p> <p>Timeline: Annually</p>	<p>In 2017, the City Council approved an Amended and Restated Franchise Agreement with Recology from January 1, 2021 to December 31, 2035, which continues existing regulation of collection hours. Staff continue to work with reporting parties to ensure that collection is maintained within allowable hours.</p>	PW
N-g	<p>Airport Noise Mitigation. The City will work with the relevant agencies to minimize adverse noise impacts associated with expansion and ongoing operations at the San Francisco International Airport.</p> <p>Responsibility: City Council</p> <p>Timeline: Ongoing.</p>	Ongoing	CM
CHAPTER 7: LHMP/SAFETY ELEMENT – ADOPTED NOVEMBER 2016			
S	<p>Local Hazard Mitigation Plan (LHMP) Update. The LHMP defines measures to reduce risks from natural disasters.</p>	<p>The City Council adopted an updated LHMP on December 13, 2021. The information in the LHMP will provide a</p>	FIRE/CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		basis for updates to the Safety Element due in January 2023.	
S-A-1-a	Protect City's Infrastructure and Facilities. The City will protect the City's infrastructure and facilities from damage due to seismic and geologic hazards through proper design and retrofitting older facilities to current standards.	Protection from seismic and geologic hazards were incorporated into the levee design. Design phase for CIPs to retrofit identified deficiencies at the Lagoon Pump station, Water Booster Pump Station, and 3 Steel Water Tanks began in 2019, with construction anticipated in late 2022.	PW
S-A-1-b	Police Station Assessment. Conduct an assessment of the Police Department facility and its use related to an earthquake to identify strategies that can improve the facility's resilience, including determining the feasibility of replacing the building. (High Priority)	No action in 2021.	POLICE
S-A-1-c	Recreation Center Assessment. Conduct an assessment of the Recreation Center facility (a potential emergency shelter location) and its use related to an earthquake to identify strategies that can improve the facility's resilience, including determining the feasibility of replacing the building. (High Priority)	An assessment of the Recreation Center was initiated in late 2016. The City conducted the Public Outreach phase of the Recreation Center Master Plan from October 2016-January 2017. The Conceptual Plan report for building a new Recreation Center was accepted and the City Council selected a Preferred Alternative in January 2019, and approved funding for Architectural Design in the preliminary FY 2019-2020 Capital Improvement budget.	PARKS
S-A-1-d	Emergency Power for Critical Infrastructure. The City will provide emergency power at critical City facilities such as major sewer lift stations and lagoon pumps.	Emergency power is in place.	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
S-A-1-e	Monitoring of Water, Sewer and Lagoon Systems. The City will provide and maintain a consolidated remote monitoring capability for the water distribution system, the wastewater collection system and the lagoon system that can be monitored 24 hours a day by Public Works staff or Police Department staff.	SCADA is currently in place and improvements are being proposed as part of each Fiscal Year's budget.	PW
S-A-1-f	Bridge Inspections. Facilitate biannual inspections by the California Department of Transportation (CALTRANS) of City owned bridges (Bicentennial, Foster City Boulevard, Rainbow and Shell Boulevard) and incorporate needed improvements into the capital improvement program.	Ongoing	PW
S-A-1-g	Earthquake Resilient Pipelines. Install specially-engineered pipelines in areas subject to faulting, liquefaction or other earthquake hazard.	Ongoing	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
S-A-2-a	Levee Protection Planning and Improvements. Develop a plan to raise the City's levees in order to retain FEMA accreditation and protect the City against sea level rise. (High Priority)	The City moved forward with the Levee Project, which began in 2015. The Environmental Impact Report was certified on May 8, 2017. Other informational materials were prepared and provided to the public. A ballot measure to issue the GO Bond for \$90 million was passed in June 2018 for funding the project. On January 7, 2020 the City received final regulatory Permit approval from the US Army Corps of Engineers. In late January 2020, the City awarded a contract for Construction Management Services to Tanner Pacific, Inc. In July 2020, the City awarded a contract for construction to Shimmick Construction. Construction is ongoing and is anticipated to be complete in January 2024. The Levee Project is designed to be resilient to the year 2050-2080. No new updates for 2021.	PW
S-A-2-b	Maintain Levees and Lagoon for Flood Protection. The City will maintain the City's levees and lagoon for flood protection pursuant to the "Operation and Maintenance Manual, Foster City Levees and Pump Station" and the "Lagoon Management Plan."	Ongoing	PW
S-A-2-c	Lagoon Pump Station Building Seismic Evaluation. Implement recommendations for seismic upgrades to this 60-year old building. (High Priority)	Design of improvements is commenced in Fall 2020 with construction anticipated to begin in 2022.	PW
S-A-3-a	Water Supply and Delivery for Fire-Fighting. The City will maintain a water supply and delivery system that can meet potential fire fighting	Ongoing	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	demands through annual exercising of fire hydrants and periodic review of storage needs.		
S-A-3-b	Water Supply. The City will study the adequacy of water storage and/or supply facilities.	On July 19, 2021, the EMID Board of Directors adopted the 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan.	PW
S-A-3-c	Water Delivery System. The City will ensure the adequacy of the water delivery system through periodic testing, flushing and replacement of parts as needed.	Ongoing	PW
S-A-3-d	Water Booster Pump Station Seismic Retrofit. Complete recommended seismic retrofit to the water booster pump station. (High Priority)	Design of improvements is ongoing and construction is anticipated to begin in 2022.	PW
S-A-3-e	Potable Water Tank Seismic Evaluation Retrofit. Implement recommendations for seismic upgrades to the water storage tanks. (High Priority)	Design of improvements is ongoing and construction anticipated to begin in 2022.	PW
S-A-3-f	Water Transmission Main Evaluation. Continue to evaluate the single 24-inch water supply transmission main on an on-going basis. (High Priority)	Identified in 20-year Water Master Plan that was completed in January 2020.	PW
S-A-3-g	Water System Pressure Reducing Station Evaluation. Continue to evaluate the water pressure reducing stations that reduce SFPUC's supply pressure to EMID system pressure. (High Priority)	Two --6" PR Valves at Pressure Reducing Station 2 were replaced in January 2021, and one 12" PR Valve is scheduled to be refurbished in summer 2022.	PW
S-A-4-a	Wastewater Treatment Plant Improvements. Improve the Wastewater Treatment Plant to accommodate current and future operational requirements and needs and to be more resilient to hazards. (High Priority)	As part of the Clean Water Program (CWP) the Wastewater Treatment Plant Expansion Project involves all new improvements, replacements, new treatment processes, expansion and	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		<p>rehabilitation of the plant in order to meet regulatory compliance requirements, reliability, and capacity assurances. Construction of GMP-1 (Mobilization, demolition, site preparation, mass excavation, perimeter shoring, and dewatering) is substantially complete. GMP-2 (Pile installation) commenced in May 2020 and has been completed. GMP-3 (Construction of all process facilities including headworks; primary treatment membrane filtration, and administration building and maintenance warehouse) commenced in September 2020 and is ongoing.</p> <p>Construction of Immediate Action Project II continues, with Immediate Action Project III under design.</p>	
S-A-4-b	Lift Station #59 Improvements. Maintain and improve the City's main wastewater lift station with replacement of components that provide adequate levels of redundancy.	Construction of Lift Station #59 Improvements Project will commence in 2022.	PW
S-A-4-c	Evaluation/Replacement of Air Release Valves on Wastewater Line between Lift Station #59 and WWTP. Evaluate the need for replacement of the air release valves on the 24" force main between Lift Station #59 and the Wastewater Treatment Plant. (High Priority)	Ongoing.	PW
S-A-4-d	Wastewater Lift Stations Rehabilitation. Rehabilitate sewer lift stations by performing preventative maintenance and upgrades to extend their useful life. (High Priority)	Future lift station projects have been identified in the 20-year Wastewater Master Plan which was completed in January 2020.	PW
S-B-1-a	Emergency Response. The City will prepare to respond to emergencies through use of established procedures, programs of on-	Ongoing. The Fire Department continues to maintain the City's Emergency	FIRE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	going training, periodic exercises of the City's Emergency Operations Plan, and mutual aid agreements.	Operations Plan. Foster City staff participated in the Multiagency Emergency Operations Center activation drill for the Statewide Golden Eagle exercise in October 2021.	
S-B-1-b	Emergency Plan. The City will maintain the City's Emergency Operations Plan indicating responsibilities and procedures for responding to an emergency.	Ongoing.	FIRE
S-B-1-c	Mutual Aid. Participate in general mutual-aid agreement and agreements with adjoining jurisdictions for cooperative response to fires, floods, earthquakes, and other disasters.	Ongoing	FIRE
S-B-1-d	Police Services. The City will provide adequate personnel, training, and equipment to support the provision of police services.	Ongoing: In 2021, two Police Officers, two CSO's, one full-time Dispatcher, and one per-diem Dispatcher were hired to maintain service levels. On-going professional development conducted for all staff to maintain and enhance professionalism.	POLICE
S-B-2-a	Emergency Operations Center. Maintain the local government's emergency operations center in a full functional state of readiness.	Ongoing. The Fire Department maintains the Emergency Operations center in a functional state of readiness.	FIRE
S-B-2-b	Back-up Emergency Operations Center. As an infrastructure operator, designate a back-up Emergency Operations Center with redundant communications systems.	Ongoing. The Fire Department maintains a back-up emergency operations center with redundant communication systems.	FIRE
S-B-2-c	Emergency Power for Critical Buildings. Pre-position emergency power generation capacity (or have generation rental/lease agreement for these generators) in critical buildings to maintain continuity of government and services.	Ongoing	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
S-B-2-d	Critical Intersection Lights. Ensure that critical intersection lights function following loss of power by installing and maintaining battery back-ups and emergency generators.	Ongoing	PW
S-B-2-e	Post-Disaster Repair of Water and Wastewater Systems. Develop a plan for speeding the repair and functional restoration of water and wastewater systems through stockpiling of shoring materials, temporary pumps, surface pipelines, portable hydrants, and other supplies.	Ongoing	PW
S-C-1-a	Incorporate Sea Level Rise Consideration into Planning Process. Incorporate consideration of sea level rise into the development review and infrastructure planning processes, including response strategies that increase resilience to mid-century sea level rise risks for both new and existing development.	Sea level rise is being incorporated into the planning for raising the levee. The Levee Design has incorporated 1.9 ft. of Sea Level Rise into the design which should result in protection to at least 2050 and likely to 2080. The model will be revised and updated at least every five years from the completion of the project.	PW CDD
S-C-2-a	Use of Uniform Codes. The City will adopt and enforce the most current uniform codes with additional local requirements as necessary tailored to Foster City.	Ongoing	CDD
S-C-2-b	Site Specific Geotechnical Analyses. The City will require site specific geotechnical and engineering reports for new structures.	Ongoing	CDD
S-C-3-a	Flood Plain Regulations. The City will evaluate any proposed development within special flood hazard areas for conformance with the City's flood plain regulations as contained in Chapter 15.36 of the Foster City Municipal Code.	Ongoing – Any proposed marina development will be subject to Chapter 15.36 requirements	CDD
S-C-3-b	FEMA's National Flood Insurance Program. Participate in FEMA's National Flood Insurance Program for affected properties.	Ongoing.	CDD PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
S-C-3-c	Protect Flood Protection Qualities of Natural Areas. The City will protect and preserve natural features such as wetlands that serve as natural mitigation against the impacts of flooding.	Ongoing	CDD
S-C-4-a	Development Review for Fire Safety. The City will review proposals for new and modified buildings to ensure that fire safety provisions are included as required by the most current uniform codes and local regulations.	Ongoing	FIRE
S-C-4-b	Annual Inspections for Fire Safety and Hazardous Materials. The City will conduct annual inspections of businesses and multi-family dwellings in order to ensure compliance with fire safety and hazardous materials requirements. The City will continue to provide inspections of residential care facilities at the request of the Department of Social Services.	Ongoing	FIRE
S-C-4-c	Fire Sprinklers. Require fire sprinklers in all new or substantially remodeled housing, regardless of distance from a fire station.	Ongoing	FIRE
S-C-5-a	Hazardous Materials. The City will continue to enforce applicable codes related to hazardous materials.	Ongoing	FIRE
S-C-6-a	Post-Disaster Services. Consider and adopt regulations to guide City operations following a disaster, such as suspension of some types of government services.	On December 13, 2021, the City of Foster City Adopting the 2021 San Mateo County Multijurisdictional Local Hazard Mitigation Plan Including Foster City Annex Plan.	FIRE CDD
S-D-1-a	CERT Classes. Continue to provide emergency preparedness classes and Community Emergency Response Team (CERT) training.	Ongoing. In 2021, one Hybrid CERT Course was offered. 70 new CERT students were trained via Zoom and online. 32 completed their training by attending Skills Day (under COVID protocols) in June 2021.	FIRE
S-D-1-b	Emergency Preparedness Education and Outreach. Continue to utilize available means to educate the public, including schools,	Ongoing.	FIRE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	businesses and community groups, about emergency preparedness, including but not limited to the City's website, media, classes and special events. (High Priority)	<p>Presentations were made to 7 different organizations and groups in 2021. This included businesses, community organizations, residents, and schools.</p> <p>Additionally, Fire was able to hold annual Open House (under COVID-19 protocols) in 2021 – where over 600 residents attended to learn about preparedness, fire safety, and City resources.</p>	
S-D-2-a	Geotechnical Reports Library. The City will maintain a geotechnical report library at City Hall.	Ongoing	CDD
S-D-2-b	Seismic Safety Education. The City will include seismic safety education in the Fire Department's public education programs, such as Community Emergency Response Team (CERT) training and earthquake preparedness training.	Ongoing. CERT training includes education for the public in what to do before, during and after an earthquake, as well as mitigation techniques.	FIRE
S-D-2-c	Non-Structural Hazards Assessment. The City will include an assessment of non-structural seismic hazards as part of annual inspections of businesses as part of a public education program.	Ongoing	FIRE
S-D-2-d	Private Utility Lines at Bridges. Work with homeowners' associations to educate them about the need for earthquake-resistant connections when pipes enter and exit bridges and work with them to encourage retrofit of these facilities.	Ongoing	CDD
S-D-3-a	Fire Education/Prevention. The City will provide a fire education/prevention program to the public, including schools, businesses and community groups through publications, training classes and other means.	<p>Ongoing.</p> <p>In 2021, the "Get Ready!" program provided three fire and other emergency preparedness classes (on Zoom), along with two additional classes offered in Spanish, called "Prepárese."</p>	FIRE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		A full range of handouts and pamphlets (in multiple languages) are shared with the Get Ready and Prepárese attendees, as well as being available on a website.	
S-D-4-a	Crime Prevention/Education. The City will provide a variety of crime prevention programs to educate and involve the community, including but not limited to Neighborhood Watch, Apartment Watch, Business Watch, newsletter, security surveys, and programs with community groups and organizations.	<p>Ongoing</p> <p>In 2021, social media was used to provide crime alerts, crime prevention tips, traffic information and safety tips to the FC community. Residential and Commercial Crime Prevention Through Environmental Design (CPTED) surveys were conducted.</p> <p>National Night Out was celebrated on August 3, 2021 to build relationships with the Foster City community.</p> <p>Coffee with a Cop forums were held on August 26, 2021 and on October 6, 2021.</p> <p>Open House was held on October 2, 2021.</p> <p>In 2021, the Community Connect Program was started, and ten virtual neighborhood meetings were hosted by the Police Department with registered members of the Community Connect Program, which is designed to develop positive and productive relationships between the community and police. The Department also welcomed a new “recruit” to its family – Drake, the Service Dog. Drake’s duties include comforting</p>	POLICE

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
		and calming people in need, greeting citizens, and strengthening bonds, relationships, and trust.	
S-D-4-b	Development Review for Crime Prevention. The City will review proposals for new and modified buildings for compliance with crime prevention requirements.	Ongoing: In 2021, the Crime Prevention Corporal reviewed all building plans applying CEPTED prior to their approval. This was accomplished as a member of the IDEC.	POLICE
S-E-1-a	Community Events. The City will actively promote community events in order to bring together individuals and groups within the community for a common purpose.	<p>Several community events were promoted:</p> <ul style="list-style-type: none"> • City's 50th Anniversary Events • Halloween Festival • Off the Grid • Tree Lighting <p>Promotion of community events and other communications were expanded through:</p> <ul style="list-style-type: none"> • Expanded City presence on social media channels such as YouTube, Instagram, Twitter and Facebook • Monthly e-newsletters with updates on City events, activities and projects as well as local business community news to approximately 9,000 subscribers 	PARKS
S-E-1-b	Cross-Cultural Events. The City will actively promote cross-cultural events in order to celebrate the diversity of the community as well as to bring together individuals and groups so that they become more inter-connected.	Ongoing	PARKS

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
S-E-2-a	Police Services. The City will provide adequate personnel, training, and equipment to support the provision of police services.	Ongoing: In 2021, six new staff members were hired. Current staff attended training that enhanced their abilities in current positions as well as their career development. COVID created challenges to in person training.	POLICE
S-E-2-b	Crime Prevention. The City will promote community-based crime prevention through Neighborhood Watch, Apartment Watch, Business Watch, newsletter, security surveys, and programs with community groups and organizations.	Ongoing. FCPD Officers continuously conducted Community Outreach Activities. Crime prevention activities included conducting residential security surveys, conducting vehicle inspection report cards, and Crime Prevention Through Environmental Design surveys for residences and businesses. The Crime Prevention Corporal and the Community Engagement Officer promoted community-based crime prevention through the Community Connect Program and through social media platforms.	POLICE
CHAPTER 8: CONSERVATION ELEMENT – ADOPTED MAY 2003			
C-a	<p>Water Saving Landscaping and Irrigation. Promote the use of low-water-use landscaping and irrigation devices in parks, and during review of new projects and modifications to existing developments.</p> <p>Responsibility: Community Development Department, Parks and Recreation Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing</p> <ul style="list-style-type: none"> • Conservation-based water rates • Rebates for replacement of turf • Free water use audits • Outdoor Water Use checklists for new development • City website • AMI system to generate water consumption reports 	<p>PW</p> <p>CDD</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-b	<p>Property Owner Water Saving Techniques. Encourage all property owners to implement the following conservation techniques: utilize drought tolerant plant materials, limit turf areas to 25% of landscaping, limit hours of the day for watering, retrofit with water-conserving fixtures, retrofit existing bathrooms and install new bathrooms with ultra low-flow toilets and water-conserving shower heads.</p> <p>Responsibility: Community Development Department, Public Works Department.</p> <p>Timeline: During Plan Review/prepare brochure following adoption of this Element</p>	<p>Ongoing</p> <ul style="list-style-type: none"> ● Review of landscape plans ● Conservation-based water rates ● Indoor Water Use checklist ● Outdoor Water Use checklist ● Rebates for replacement of turf and purchase of low water use appliances ● City website <p>On February 4, 2021, the Planning Commission approved the construction of a new private outdoor amenity space/private park at the Gilead Sciences corporate campus. The new park will incorporate drought-tolerant and low-water-use vegetation and has been designed for irrigation by recycled/reclaimed water once made available.</p>	<p>PW</p> <p>CDD</p>
C-c	<p>Water Emergencies. Declare a state of water emergency when mandatory water conservation and/or water rationing is necessary and prepare newsletter articles and brochures to educate customers about water conservation.</p> <p>Responsibility: District Board, City Manager's Department, Public Works Department.</p> <p>Timeline: As needed.</p>	<p>The District Board adopted a Water Shortage Contingency Plan in July 2021, which defines specific policies and action that will be implemented at various shortage level scenarios.</p>	<p>PW</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-d	<p>Water Conservation Plan. Update the City's Water Conservation Plan. This plan describes the water system, and water supply and demand within the District service area.</p> <p>Responsibility: Public Works Department.</p> <p>Timeline: 1993.</p>	The Urban Water Management Plan was revised and adopted in July 2021.	PW
C-e	<p>Water Quality. Continue existing programs to conserve and protect water quality in accordance with accepted standards.</p> <p>Responsibility: Public Works Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing.	PW
C-f	<p>Lagoon Water Quality. Continue to implement the Lagoon Management Plan in order to conserve and protect lagoon water quality by exchanging water with the Bay, with additional water quality testing sites and monitoring bacteria levels throughout the lagoon system.</p> <p>Responsibility: Public Works Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing</p> <p>In 2021, additional water quality testing has been conducted due to the geese creating high bacteria levels.</p>	PW
C-g	<p>Lagoon Views and Recreational Opportunities. Conserve and protect the Foster City Lagoon System by maintaining accessibility for views and recreational opportunities.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	Ongoing	CDD
C-h	<p>Public Information. Conserve and protect the Foster City Lagoon System by educating the public about problems caused by disposal of toxic wastes into the storm water system and the problems which result from feeding waterfowl.</p>	Ongoing	<p>PW</p> <p>CDD</p>

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Public Works Department, Community Development Department.</p> <p>Timeline: Prepare brochure following adoption of this Element</p>		
C-i	<p>Water Quality Discharge. Conserve and protect the quality of the water that is discharged into the San Francisco Bay through implementation of the Lagoon Management Plan.</p> <p>Responsibility: Public Works Department.</p> <p>Timeline: Current and ongoing</p>	<p>Ongoing</p> <p>The City is working with the City of San Mateo to construct Improvements at the Wastewater Treatment Plant to repair and replace aging infrastructure, address future growth and capacity issues, and address existing and future regulatory requirements.</p>	PW
C-j	<p>Air Quality Impacts. Review proposed projects for their potential to affect air quality conditions.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	Ongoing. Included in Climate Action Plan.	CDD
C-k	<p>Air Pollution Sensitive Land Uses. To the extent feasible, separate air pollution sensitive land uses from sources of air pollution.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	Ongoing	CDD
C-l	<p>TSM Ordinance Enforcement. Enforce the City's Transportation Systems Management (TSM) Ordinance for existing and proposed businesses with more than 25 employees to promote use of SamTrans, vanpools, carpools and flextime working hours for employees.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: Current and ongoing</p>	Ongoing. Included in Climate Action Plan. Various developments are required to submit annual TDM progress reports.	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-m	<p>Reduction in Automobile Trips. Encourage Foster City residents and employees to consolidate and/or eliminate motor vehicle trips as often as possible.</p> <p>Responsibility: Community Development Agency, Planning Division.</p> <p>Timeline: Prepare brochure following adoption of this Element</p>	<p>City continues to promote regional events such as Great Race for Clean Air and Bike to Work Day as well as promoting Commute.org.</p> <p>City Staff continues to implement the 92 Corridor Alliance Work Plan by implementing “right-sized” transit solutions around high capacity / fixed routes, last mile shuttles, water based transit, carpooling, and bicycles.</p> <p>New projects are reviewed for progress in meeting the goals of Transportation Demand Management (TDM) programs currently in place; new development project applications (such as a proposed new hotel), are reviewed for their capacity to incorporate new TDM programs</p>	CDD
C-n	<p>Coordination with Other Agencies in Air Quality Improvements. Coordinate review of large projects with local, regional and state agencies to improve air quality.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	<p>Ongoing.</p> <p>Actions taken to reduced auto-oriented design, such as providing flexibility in parking requirements in the Planned Development combining district, in addition to encouraged of preparation of TDM programs, which both encourage use of alternatives to transportation by private vehicle and therefore reduce environmental impacts related to air pollution</p>	CDD
C-o	<p>Title 24. Construct new buildings and additions to energy efficiency standards according to Title 24 of the California State Model Code.</p>	Ongoing implementation of the energy conservation requirements in	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	<p>conformance with the California Energy Code and CALGreen continued.</p> <p>Included in Climate Action Plan.</p>	
C-p	<p>Solar Heating and Cooling. Encourage installation of solar panels for heating and cooling with solar energy.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	<p>Ongoing. The City implemented SunShares Community Solar Bulk Procurement Program in 2015 and 2016.</p> <p>City has implemented on-going Solar Rebate Program for single-family residences since October 1, 2016.</p> <p>City authorized several PACE programs to operate in Foster City beginning in 2008, providing financing for Solar and energy efficiency upgrades.</p> <p>City joined Peninsula Clean Energy to provide opportunity for all energy customers to purchase power from renewable sources and enrolled all City facilities in the ECO 100 100% renewable and carbon-free energy option.</p> <p>Solar energy installation at the Library/Community Center was completed in 2015 and continues to reduce electricity purchased by City.</p>	CDD
C-q	<p>Solar Heating for Pools. Encourage property owners to heat all new and existing spas and swimming pools with solar energy.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review</p>	Ongoing	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-r	<p>Energy Information and Outreach. Continue to expand and monitor information about energy conservation and establish a public outreach program to inform Foster City residents and businesses about the availability and importance of the information.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: Prepare brochure following adoption of this Element</p>	<p>The City continued to participate in Energy Upgrade California, publicizing the availability of rebates and public information meetings about the program through its Social Media accounts.</p> <p>The City continues to authorize several PACE financing options for residential and non-residential buildings.</p> <p>Included in Climate Action Plan.</p> <p>City partners with Peninsula Clean Energy (PCE) to encourage residents to “opt-up” to PCE’s ECO-100, their 100% renewable energy product.</p> <p>The City annually participates in the SunShares program to educate the public on rooftop solar and zero-emission vehicle discounts.</p> <p>The City has offered a Solar Rebate Program for single-family residences since 2016.</p>	CDD CM
C-s	<p>Citywide Recycling Program. Continue the citywide residential recycling program for single stream recycling of glass, aluminum and newspaper and establish a citywide commercial recycling program for white paper and cardboard.</p> <p>Responsibility: City Manager’s Department, Community Development Department.</p> <p>Timeline: Current and ongoing</p>	<p>Ongoing programs.</p> <p>Included in Climate Action Plan.</p>	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-t	<p>Source Reduction and Recycling Element. Implement Source Reduction and Recycling Element in accordance with State regulations.</p> <p>Responsibility: Community Development Department, City Manager's Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing programs for construction & demolition materials recycling, adopted new CalGreen code effective January 1, 2017, which increased construction and demolition requirements from 50% to 65%, reusable bag ordinance and polystyrene food service-ware ordinance.</p> <p>In 2019 and 2021, the Municipal Code Chapter 15.44 Recycling and Salvaging of Construction and Demolition Debris was updated to align with Green Building Code.</p> <p>In 2021, the Municipal Code section 8.07 Storage and Disposal of Solid Wastes and Recyclable Materials was updated to conform to requirements of SB 1383 regulations related to proper diversion of organic waste materials and entered into agreement with the SBWMA to conduct recordkeeping and outreach related to SB 1383 organics recycling requirements.</p> <p>In 2021, entered into agreement with the County of San Mateo for implementation of SB 1383 Compliant Edible Food Recovery Program.</p> <p>The City meets current state established targets for waste reduction and diversion.</p>	<p>PW</p> <p>CDD</p>
C-u	<p>Recycling Information. Inform all Foster City residents and businesses about recycling opportunities.</p>	Ongoing programs.	PW

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
	<p>Responsibility: Community Development Department.</p> <p>Timeline: Current and ongoing</p>	<p>Annually, green events are promoted and widely used by the community. In 2021, two document destruction (shred), one e-waste collection and the annual coats for kids events were held. The City continued to provide recycling education through its website, direct mail, social media and contacts from its franchised hauler.</p> <p>Included in Climate Action Plan.</p>	
C-v	<p>Recycling Bins Incentives. Waive fees and simplify the review process for trash enclosures around recycling bins.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: Current and ongoing.</p>	Ongoing programs.	PW
C-w	<p>City Procurement. Prepare a City-wide procurement policy for the purchase of recycled products.</p> <p>Responsibility: City Manager's Department.</p> <p>Timeline: December 1993.</p>	<p>Ongoing programs. Included in Climate Action Plan.</p> <p>In 2021, the Purchasing Policy and Purchasing Ordinance were updated to conform with SB 1383 requirements for recycled-content paper purchases and compliant compost/mulch purchases.</p>	CM
C-x	<p>Public Viewing Areas. Expand public opportunities to learn about wetland areas and endangered species by creating public viewing areas with exhibits.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: Within three years following Element Adoption</p>	Ongoing	CDD

PROGRAM	PROGRAM DESCRIPTION	STATUS/PROGRESS IN 2021	DEPT
C-y	<p>Wetland Habitat. Protect wetland habitat from human disturbance by posting signs prohibiting trespassing on vegetation typical of wetland areas.</p> <p>Responsibility: Community Development Department, Parks and Recreation Department.</p> <p>Timeline: Within one year following Element Adoption.</p>	Ongoing	CDD
C-z	<p>57 Acre Wildlife Refuge. Prohibit development within 57 acre wildlife refuge.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review.</p>	Ongoing	CDD
C-aa	<p>Projects in the Vicinity of Shoreline Band. Strictly control development proposals in the vicinity of the shoreline band.</p> <p>Responsibility: Community Development Department.</p> <p>Timeline: During Plan Review.</p>	Ongoing	CDD
C-bb	<p>National Pollution Discharge Elimination System (NPDES) Stormwater Management Plan. Continue working with the county-wide task force to develop and implement a stormwater management plan to satisfy NPDES requirements.</p> <p>Responsibility: Public Works Department.</p> <p>Timeline: Current and ongoing.</p>	<p>Ongoing</p> <p>The City has adopted a Green Infrastructure Program and has amended its General Plan to include goals, policies, and objectives which encourage use of environmentally-friendly methods for treatment of stormwater; Green Infrastructure Plan provides conformance with requirements of the Municipal Regional Stormwater Permit through NPDES.</p>	PW

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Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145210	A PLUS TREE INC	TREE SERVICES - FEBRUARY 2022	657.72
2/28/2022	145211	ADVANCED ADBAG PACKAGING INC.	BIODEGRADABLE DOGGIE BAGS, TRASHCAN LINERS, TOWELS AND SUPPLIES	1,928.26
2/28/2022	145212	ALL INDUSTRIAL SUPPLY	MISCELLANEOUS SUPPLIES - SEWER PROGRAM	582.78
2/28/2022	145213	AMY BERGSTROM	LAGOON ROOM DEPOSIT REFUND	450.00
2/28/2022	145214	ASH TEES SCREEN PRINTING	ADULTS SPORTS SHIRTS - PARK	281.18
2/28/2022	145215	AT&T	BUSINESS PHONE LINE ACCOUNT - FEBRUARY 2022	1,557.62
2/28/2022	145216	AVELAR, TRACY	EMPLOYEE REIMBURSEMENT FOR VISION EXPENSE- T AVELAR	325.00
2/28/2022	145217	BAY AREA AIR QUALITY MGMT DISTRICT	PERMIT TO OPERATE FEE - LIFT STATION #28	424.00
2/28/2022	145218	BAY AREA WATER SUPPLY & CONSERVATION AGENCY (BAWSCA)	EARTHCAPADES BAWSCA ADMIN FEES, REIMBURSABLE ELEMENTARY SCHOOL EXPENSES, AND LANDSCAPE AUDIT FEE - OCTOBER THROUGH DECEMBER 2021	5,730.00
2/28/2022	145219	C.L.E.A.R.S., INC	CA LAW ENFORCEMENT ASSOCIATION ANNUAL MEMBERSHIP RENEWAL - JANUARY 2022 - DECEMBER 2022	120.00
2/28/2022	145220	SAN MATEO FOSTER CITY SCHOOL DISTRICT (C/O MARK SHERRILL)	PLANNING DEPOSIT REFUND	38.75
2/28/2022	145221	CAL-WEST LIGHTING & SIGNAL MAINTENANCE INC	STREET LIGHT MAINTENANCE & REPAIR SERVICES - NOVEMBER 2021 AND DECEMBER 2021	572.50
2/28/2022	145222	CAREERS IN GOVERNMENT INC	RECRUITMENT AD SERVICES ANNUAL MEMBERSHIP - FEBRUARY 2022 - FEBRUARY 2023	2,500.00
2/28/2022	145223	CHUNGNAN CHANG	SYNTHETIC TURF REBATE	5,000.00
2/28/2022	145224	CHEMSEARCH	ECOFLOW BIOAMP TREATMENT FOR LIFT STATIONS	1,893.28
2/28/2022	145225	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICES - FEBRUARY 2022	432.42
2/28/2022	145226	CLARK PEST CONTROL OF STOCKTON INC	PEST AWAY SERVICES - FEBRUARY 2022	321.00
2/28/2022	145227	CONTRACT SWEEPING SERVICES INC.	STREET CLEANING SERVICES - JANUARY 2022 AND FEBRUARY 2022	17,846.46
2/28/2022	145228	CORE & MAIN LP	MISCELLANEOUS SUPPLIES - WATER PROGRAM	7,448.92

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Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145229	CORY CALL	EMPLOYEE REIMBURSEMENT - C CALL	768.69
2/28/2022	145230	CSG CONSULTANTS INC.	D542, D549, D552 - PUBLIC & PRIVATE IMPROVEMENT SERVICES, GILEAD PARK DEMOLITION WORK, AND GILEAD SCIENCES WELLBEING CENTER CONSTRUCTION INSPECTION SERVICES - NOVEMBER 2021 AND JANUARY 2022	4,997.50
2/28/2022	145231	EARL'S PEST CONTROL	PEST CONTROL SERVICES - JANUARY 2022	630.00
2/28/2022	145232	EPS INC.	SANITARY SEWER EMERGENCY PLUMBING SERVICES - JANUARY 2022	6,200.00
2/28/2022	145233	ESTERO MUNICIPAL IMPROVEMENT DISTRICT	WATER SERVICES - DECEMBER 2021 - FEBRUARY 2022	103.15
2/28/2022	145234	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES - PARK PROGRAM	2,923.98
2/28/2022	145235	FATIMA DANISH	EMPLOYEE REIMBURSEMENT - F DANISH	50.10
2/28/2022	145236	FITI RUSLI	EMPLOYEE REIMBURSEMENT - F RUSLI	64.35
2/28/2022	145237	FORELAND PARTS INC.	AUTO PARTS	5.25
2/28/2022	145238	FOSTER CITY ISLANDER	LEGAL NOTICES FOR PUBLIC HEARING AND ARCHITECTURAL PLANS REVIEW SERVICES - JANUARY 2022	2,090.00
2/28/2022	145239	NATHALIE GATTENBERGER	INSTRUCTOR FEE: ART CLASS	882.00
2/28/2022	145240	GILEAD SCIENCES INC	CIP689 - STREET REHABILITATION COST SHARE FOR VINTAGE PARK DRIVE	15,283.32
2/28/2022	145241	GLOBAL INDUSTRIAL	DRINKING FOUNTAINS	6,630.31
2/28/2022	145242	GOOD CITY COMPANY	PLANNING SERVICES - JANUARY 2022	15,541.25
2/28/2022	145243	THE GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS	387.56
2/28/2022	145244	GRAINGER	MISCELLANEOUS SUPPLIES - PARK PROGRAM	791.04
2/28/2022	145245	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES - WATER PROGRAM	311.29
2/28/2022	145246	GREENE, MICHAEL	POST TRAINING REIMBURSEMENT - M GREENE	1,014.39
2/28/2022	145247	GRIMALDI, JENNA	POST TRAINING REIMBURSEMENT - J GRIMALDI	134.21
2/28/2022	145248	HACH COMPANY	MISCELLANEOUS SUPPLIES- WATER PROGRAM	78.52

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Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145249	HIP HOUSING AFFORDABLE VENTURES INC	HIP MANAGEMENT FEE - FEBRUARY 2022	1,380.00
2/28/2022	145250	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES - SEWER, WATER, BUILDING AND PARK PROGRAM	4,373.01
2/28/2022	145251	HOSSAM HINDI	EMPLOYEE REIMBURSEMENT - H HINDI	312.40
2/28/2022	145252	INFOSEND INC.	ONLINE UTILITY BILLING - JANUARY 2022	2,553.87
2/28/2022	145253	INTERSTATE TRAFFIC CONTROL PRODUCT INC	MISCELLANEOUS SUPPLIES - STREET PROGRAM	78.20
2/28/2022	145254	JOYCE DIONIDA	EMPLOYEE REIMBURSEMENT - J UNGA	32.00
2/28/2022	145255	KAISER FOUNDATION HEALTH PLAN	OCCUPATIONAL HEALTH SERVICES - FEBRUARY 2022	115.00
2/28/2022	145256	KELLY-MOORE PAINT COMPANY INC.	MISCELLANEOUS PAINT SUPPLIES	419.96
2/28/2022	145257	LYNGSO GARDEN MATERIALS, INC.	LANDSCAPE MATERIALS	3,029.30
2/28/2022	145258	METRO LIGHTING DBA WESCHEM INC.	LIGHTING SUPPLIES - BUILDING PROGRAM	481.43
2/28/2022	145259	MISSION CLOUD SERVICES, INC	CALOPPS WEBSITE HOSTING SERVICES: MONITORING & ALERT RESPONSE, BACKUPS, PATCHING, AND MAINTENANCE - JANUARY 2022	1,479.26
2/28/2022	145260	MISSION LINEN SUPPLY-UNIFORM	LAUNDRY SERVICES - DECEMBER 2021 THROUGH FEBRUARY 2022	983.55
2/28/2022	145261	MORRIS MOUSSA	INSTRUCTOR FEE - YOUTH CERAMICS	1,508.50
2/28/2022	145262	MUNICIPAL MAINTENANCE EQUIP INC.	TRUCK#32 - REPAIR AND REPLACEMENT SERVICE IN JANUARY 2022	4,110.31
2/28/2022	145263	MURRAYSMITH INC	CIP660 - PROFESSIONAL ENGINEERING SERVICES - JULY 2021	31,202.40
2/28/2022	145264	NBC SUPPLY CORP.	MISCELLANEOUS SUPPLIES - WATER PROGRAM	655.99
2/28/2022	145265	NOR CAL SIGNAL SUPPLY LLC	PELCO CLAMP ASSEMBLY SERVICE - FEBRUARY 2022	402.63
2/28/2022	145266	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE SERVICES - JANUARY 2022 THROUGH MARCH 2022	1,730.20
2/28/2022	145267	DMD P JACK CHOW MSC	REIMBURSEMENT FOR DENTAL EXPENSE - KAREN LI	900.00
2/28/2022	145268	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS - JANUARY 2022 AND FEBRUARY 2022	5,579.11
2/28/2022	145269	PEI-CHEN CHANG	PLANNING DEPOSIT REFUND	920.00

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Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145270	PENINSULA MUSIC TOGETHER	INSTRUCTOR FEE - PENINSULA MUSIC TOGETHER	2,098.25
2/28/2022	145271	PITNEY BOWES INC.	SUPPLIES FOR MAIL MACHINE	247.28
2/28/2022	145272	FERGUSON ENT #3325-DBA POLLARDWATER	MISCELLANEOUS SUPPLIES - WATER PROGRAM	568.35
2/28/2022	145273	PLAN JPA	GENERAL LIABILITY CLAIMS	8,936.00
2/28/2022	145274	PRESIDIO SYSTEMS INC	VAC CON REPAIR SERVICE - JANUARY 2022	3,750.00
2/28/2022	145275	PRIORITY 1	POLICE DEPARTMENT VEHICLE#26-8 OUTFITTING AND EMERGENCY VEHICLES REPAIR SERVICES - FEBRUARY 2022	17,019.72
2/28/2022	145276	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICES - FEBRUARY 2022	158.18
2/28/2022	145277	QUICK LIGHT RECYCLING, LLC	RECYCLING/DISPOSAL SERVICES - FEBRUARY 2022	170.00
2/28/2022	145278	RENNE PUBLIC LAW GROUP, LLP	LOBBYING SERVICES/MONTHLY RETAINER FEE FOR STATE LEGISLATIVE ADVOCACY - JANUARY 2022	2,000.00
2/28/2022	145279	RICOH USA, INC	COPIER SERVICES - FEBRUARY 2022	293.63
2/28/2022	145280	RYAN, MATT	VISION REIMBURSEMENT - M RYAN	200.00
2/28/2022	145281	SFPUC - WATER	WATER SERVICES - JANUARY 11, 2022 - FEBRUARY 9, 2022	506,788.10
2/28/2022	145282	COUNTY OF SAN MATEO	CLETS ACCESS - JANUARY 2022	246.76
2/28/2022	145283	SAN MATEO CONSOLIDATED FIRE DEPARTMENT	FIRE PLAN CHECK FEE - DECEMBER 2021	6,996.00
2/28/2022	145284	SAN MATEO COUNTY SHERIFF'S OFFICE	CRISIS INTERVENTION TRAINING FEE - J UNGA	275.00
2/28/2022	145285	SAN MATEO LAWN MOWER SHOP	MISCELLANEOUS SUPPLIES PARK PROGRAM	216.86
2/28/2022	145286	SAN MATEO LOCK WORKS INC.	KEYS	16.44
2/28/2022	145287	SAN MATEO-FOSTER CITY SCHOOL DISTRICT	SHARED COST FOR JANITORIAL SERVICES AND UTILITIES COST - OCTOBER 2021 - DECEMBER 2021	8,368.20
2/28/2022	145288	SERVICE PRESS INC.	BUSINESS CARD - HUMAN RESOURCE DEPARTMENT AND COMMUNITY DEVELOPMENT DEPARTMENT	88.59
2/28/2022	145289	SHAPE INCORPORATED	LIFT STATION #12 - PUMP REPAIR SERVICE - FEBRUARY 2022	3,420.80

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Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145290	SST BENEFITS CONSULTING & INSURANCE SERVICES	WATCH LIST REVIEW, VENDOR PERFORMANCE REVIEW, QUARTERLY MEETING - 1ST QUARTER 2022	5,500.00
2/28/2022	145291	EMPLOYMENT DEVELOPMENT DEPARTMENT	UNEMPLOYMENT TAX FOR THE PERIOD ENDING DECEMBER 31, 2021	5,094.00
2/28/2022	145292	DEPARTMENT OF JUSTICE	FINGERPRINTING SERVICES	64.00
2/28/2022	145293	SUMMIT AUTO BODY & PAINTING	AUTO REPAIR SERVICES	10,110.83
2/28/2022	145294	SUPERION, LLC	NAVILINE ANNUAL MAINTENANCE SERVICE FEE - APRIL 1, 2022 - MARCH 31, 2023	65,981.19
2/28/2022	145295	T.H.E. OFFICE CITY	OFFICE SUPPLIES	415.07
2/28/2022	145296	T-MOBILE	CELLULAR SERVICES - FEBRUARY 2022	2,740.69
2/28/2022	145297	TANNER PACIFIC INC	CIP657 - LEVEE PROTECTION PLANNING AND IMPROVEMENT - JANUARY 2022	287,263.68
2/28/2022	145298	TARGET SPECIALTY PRODUCTS	AGRICULTURAL MATERIALS AND SAFETY SUPPLIES	484.71
2/28/2022	145299	TELECOMMUNICATIONS ENGINEERING ASSOCIATION	RADIO EQUIPMENT FEES - FEBRUARY 2022	1,978.00
2/28/2022	145300	THE BANK OF NEW YORK MELLON	ADMINISTRATION FEES - NOVEMBER 4, 2021 - FEBRUARY 3, 2022	875.00
2/28/2022	145301	THE EDCCO GROUP, INC.	LIFT STATION #18 - REPAIR AND TROUBLESHOOTING SERVICE	350.00
2/28/2022	145302	THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,374.15
2/28/2022	145303	THERMAL MECHANICAL INC.	HVAC REPAIRS, PARTS AND MATERIALS	2,522.22
2/28/2022	145304	SCOTT A THOMPSON	INSTRUCTOR FEE - ADULT VOLLEYBALL	201.00
2/28/2022	145305	TIFCO INDUSTRIES	MISCELLANEOUS SUPPLIES - VEHICLE PROGRAM	268.34
2/28/2022	145306	TOWNE FORD SALES	AUTO PARTS	238.55
2/28/2022	145307	TRACY AVELAR	EMPLOYEE REIMBURSEMENT - T AVELAR	1,024.92
2/28/2022	145308	T4 SPATIAL, LLC	T4 UNDERGROUND SPATIAL'S CLOUD APPLICATION SOFTWARE ANNUAL SUBSCRIPTION FOR STORAGE AND RENDERING OF CCTV SANITARY SEWER DATA MANAGEMENT	12,000.00

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Check Date	Check Number	Vendor Name	Description	Check Amount
2/28/2022	145309	VB GOLF	CAPITAL IMPROVEMENT RESERVE FUND(CIRF) DEPOSIT - VB GOLF LLC	128,375.00
2/28/2022	145310	VOIANCE LANGUAGE SERVICES, LLC	TRANSLATION SERVICES	20.06
2/28/2022	145311	ZENCITY TECHNOLOGIES US INC	COMMUNITY DEVELOPMENT SURVEYS, PARK SYSTEM IMPROVEMENT SURVEYS (FOR CIP682) AND RECREATION CENTER IMPROVEMENT SURVEYS (FOR CIP678) SUBSCRIPTION	20,000.00
2/28/2022	145312	4LEAF, INC.	PLANNING TECHNICIAN SERVICES - JANUARY 2022	6,000.00
				<hr/> 1,284,983.49

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON FEBRUARY 28, 2022

Prepared Date 3/5/2022

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Check Date	Check Number	Vendor Name	Description	Check Amount
3/5/2022	145313	STEVEN ARCHER	LONGEVITY 02/16/2022-03/15/2022	140.00
				<hr/> 140.00

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON MARCH 5, 2022

Prepared Date 3/5/2022

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ACH Date	ACH	Vendor Name	Description	Amount
3/5/2022	ACH	WILLIAM CLARK	LONGEVITY 02/16/2022-03/15/2022	210.00
3/5/2022	ACH	BARBARA SCHUTZ	LONGEVITY 02/16/2022-03/15/2022	200.00
3/5/2022	ACH	DAVID VILLANUEVA	LONGEVITY 02/16/2022-03/15/2022	200.00
3/5/2022	ACH	MOSHE JOSHUA	LONGEVITY 02/16/2022-03/15/2022	275.00
3/5/2022	ACH	GLENN WILSON	LONGEVITY 02/16/2022-03/15/2022	140.00
3/5/2022	ACH	ERIC EGAN	LONGEVITY 02/16/2022-03/15/2022	210.00
3/5/2022	ACH	DOUGLAS ESTILL	LONGEVITY 02/16/2022-03/15/2022	350.00
3/5/2022	ACH	THOMAS LINARI	LONGEVITY 02/16/2022-03/15/2022	350.00
3/5/2022	ACH	MONICA MEDRANO	LONGEVITY 02/16/2022-03/15/2022	345.00
3/5/2022	ACH	JOSEPH PIERUCCI	LONGEVITY 02/16/2022-03/15/2022	140.00
3/5/2022	ACH	BRIAN TIDEWELL	LONGEVITY 02/16/2022-03/15/2022	210.00
3/5/2022	ACH	MICHAEL TOWNS	LONGEVITY 02/16/2022-03/15/2022	350.00
3/5/2022	ACH	CHARLES GOODWIN	LONGEVITY 02/16/2022-03/15/2022	350.00
				<hr/> 3,330.00

Submitted for Information:

Edmund Suen, City Treasurer
ACH ON THIS REGISTER PROCESSED ON MARCH 5, 2022