

RESOLUTION NO. 16237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A HIGHWAY IMPROVEMENT AGREEMENT AND PROJECT SPECIFIC MAINTENANCE AGREEMENT REGARDING IMPROVEMENTS RELATING TO THE ELCO YARDS DEVELOPMENT PROJECT

WHEREAS, on November 16, 2020, the City Council of the City of Redwood City approved the Elco Yards project (previously referred to as the South Main Mixed-Use Project), located between El Camino Real, Maple, Cedar and Main Streets, including the proposed construction of 530,000 sf of office, 501 residential units (including 108 affordable units), 28,000 sf of retail (including 19,000 sf of family friendly entertainment), 8,400 sf of child care and 40,000 sf of publicly-accessible open space (square footages are approximate); and

WHEREAS, on April 25, 2022, the City Council approved, among other approvals, the Subdivision Improvement Agreement for the construction of on-site and off-site improvements, Landscape Maintenance Agreements, and Stormwater Treatment Measures Maintenance Agreements, which require IQHQ Elco Yards, LP (Project Applicant), to install improvements including a proposed traffic signal at the Pine/Main intersection as well as improvements within the El Camino Real right-of-way consisting of a pedestrian crossing with flashing beacon at Beech/Lincoln, intersection improvements at Maple, and protected bike lanes along the project frontage from Cedar to Maple (two blocks) (Improvements); and

WHEREAS, the Improvements contain elements within the State of California Department of Transportation (Caltrans) right-of-way; and

WHEREAS, Caltrans requires the Project Applicant to enter into a Highway Improvement Agreement to guarantee the installation of the Improvements and further requires the City as the CEQA Lead Agency to be a party to said Agreement; and

WHEREAS, Caltrans also requires the City to enter into a Project Specific Maintenance Agreement to identify the maintenance responsibilities of the Improvements upon installation; and

WHEREAS, the Highway Improvement Agreement and the Project Specific Maintenance Agreement are necessary to obtain approvals by Caltrans for the Project Applicant to install the Improvements as contemplated for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

Section 1. Highway Improvement Agreement: The City Council hereby authorizes and directs the City Manager to execute the Highway Improvement Agreement attached hereto as Exhibit A, subject to any minor, clarifying and conforming changes approved by the City Attorney. The City Council further authorizes the City Manager to take all actions necessary to carry out the Highway Improvement Agreement for the installation of the Improvements.

Section 2. Project Specific Maintenance Agreement: The City Council hereby authorizes and directs the City Manager to execute the Project Specific Maintenance Agreement attached hereto as Exhibit B, subject to any minor, clarifying and conforming changes approved by the City Attorney.

Section 3. This resolution is effective upon its adoption.

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HIGHWAY IMPROVEMENT AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

IQHQ Elco Yards, LP referred to as PERMITTEE.

CITY OF REDWOOD CITY referred to as CEQA Lead Agency.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

For the purpose of this AGREEMENT, *PERMITTEE proposes to construct a signalized intersection and traffic calming improvements at the intersection of westbound Route 84 (Woodside Road – PM 24.81) on-ramp / off-ramp, Main Street, and Pine Street in the City of Redwood City, County of San Mateo. The project will reconfigure the intersection of westbound Route 84 (Woodside Road), Main Street, and Pine Street to include vehicular and pedestrian traffic signalization, sidewalk, curb ramps, landscaping, lighting, striping, and underground utilities* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).

All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
- PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
- RIGHT-OF-WAY
- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

No PROJECT deliverables have been completed prior to this AGREEMENT.

In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

PERMITTEE is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

PERMITTEE is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

PERMITTEE is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- PERMITTEE is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; pre-construction monument preservation, the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

PERMITTEE is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, post-construction monument preservation, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

PERMITTEE will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

PERMITTEE will fund one hundred percent (100%) of all WORK costs including but not limited to the costs of:

- CALTRANS' SERVICES which include but are not limited to Quality Management Assessment (QMA), CEQA/NEPA Lead Agency work (when applicable), Environmental Document Quality Control (EDQC), and Department Furnished Materials (DFM).
- Legal challenges, awards, judgments, settlements, fines, interest, and penalties, environmental commitments and compliance.
- Keeping the PROJECT right of way in a safe and operable condition.
- Obtaining, implementing and renewing resource agency permits.
- Hazardous material management activities as assigned in this AGREEMENT.

CALTRANS' Quality Management

CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that PERMITTEE's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

PERMITTEE will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

17. PERMITTEE, including any employee, agent, consultant or sub-consultant retained by the PERMITTEE, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the “Final Caltrans Environmental Records Retention Policy”, available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS’ written request.

CEQA Lead Agency

CITY OF REDWOOD CITY is the CEQA Lead Agency for the PROJECT.

CALTRANS is a CEQA Responsible Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

PERMITTEE will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to PERMITTEE's responsibilities in this AGREEMENT.

Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

It is expected that the PROJECT will not require environmental permits/approvals.

PERMITTEE will:

- Implement the environmental commitments as identified in the environmental document.
- Obtain and comply with the PROJECT permits, approvals, and agreements.
- Provide CALTRANS with a copy of all environmental permits, approvals and agreements from resource and regulatory agencies, including the terms and conditions of the permits, agreements and approvals.

- Incorporate permit requirements and mitigation commitments into the final Plans, Specifications and Estimates (PS&E).
- Implement all environmental commitments during construction.

Project Approval and Environmental Document (PA&ED)

As the PA&ED IMPLEMENTING AGENCY, PERMITTEE is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management

Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

PERMITTEE will provide written notice of the initiation of environmental studies to the CEQA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency’s standards that apply to the CEQA process.

CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.

If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.

PERMITTEE will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow PERMITTEE to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

As the PS&E IMPLEMENTING AGENCY, PERMITTEE is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

PERMITTEE will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

PERMITTEE will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

PERMITTEE will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

As the RIGHT-OF-WAY IMPLEMENTING AGENCY, PERMITTEE is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.

PERMITTEE will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

PERMITTEE will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

PERMITTEE will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

The CEQA Lead Agency will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

The CEQA Lead Agency will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

If PERMITTEE acquires any right-of-way to be incorporated into the State Highway System, PERMITTEE will first acquire in its own name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

PERMITTEE will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

PERMITTEE will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

PERMITTEE will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract

Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by PERMITTEE verifying that the title is free of all encumbrances and liens. Upon acceptance, PERMITTEE will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

As the CONSTRUCTION IMPLEMENTING AGENCY, PERMITTEE is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

PERMITTEE will furnish and deliver to CALTRANS a Payment Bond and a Performance Bond guaranteeing the PROJECT completion. The Payment and Performance Bonds will be in a form acceptable to STATE, issued by an admitted surety, and will name CALTRANS as the obligee. The Payment Bond will conform to requirements of Civil Code, Section 8030.

The Payment Bond and the Performance Bond will each be for one hundred percent (100%) of the cost to complete the PROJECT including the costs of PERMITTEE's administration and contracts. The PARTIES will jointly determine the estimated PROJECT completion costs. In case of a disagreement, CALTRANS' determination will be final.

In the event of any breach or default in performance by PERMITTEE, CALTRANS will look to the Performance Bond surety to either complete the PROJECT or place the State Highway System in a satisfactory operational condition and then cover all expenses incurred by CALTRANS in completing the PROJECT. CALTRANS will bill PERMITTEE for any additional expenditure not covered by the surety. PERMITTEE agrees to pay said expenses within thirty (30) days.

CALTRANS will not issue an encroachment permit to PERMITTEE for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification
- CALTRANS accepts the CONSTRUCTION Quality Management Plan
- Any new or amended maintenance agreements required for the WORK are executed

PERMITTEE will require the construction contractor to furnish payment and performance bonds naming PERMITTEE as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

PERMITTEE is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. PERMITTEE is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

PERMITTEE will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of sixty (60) working days prior to the construction start of work. PERMITTEE will submit a written request to CALTRANS for any additional DFM deemed necessary during the PROJECT construction.

CALTRANS will make the DFM available at a CALTRANS-designated location.

As the CONSTRUCTION IMPLEMENTING AGENCY, PERMITTEE is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from PERMITTEE for relief from maintenance of the PROJECT or a portion thereof.

Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, PERMITTEE will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, PERMITTEE will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

PERMITTEE will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PERMITTEE will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Stewardship and Oversight Agreement
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines
- Encroachment Permits Manual

Qualifications

Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Encroachment Permits

CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. PERMITTEE, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to PERMITTEE at a cost equal to 6 hours at the current Encroachment Permits' Standard Hourly Rate per permit. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. PERMITTEE, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

PERMITTEE may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

Interruption of Work

If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

The cost of legal challenges to the environmental process or documentation are considered WORK costs.

Fines, interest, or penalties levied against CALTRANS will be paid by PERMITTEE when PERMITTEE's action or lack of action caused the levy.

Project Files

PERMITTEE will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. PERMITTEE will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by PERMITTEE, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon PERMITTEE under this AGREEMENT. It is understood and agreed that PERMITTEE, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by PERMITTEE, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of PERMITTEE will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

It is PERMITTEE's responsibility to determine if the work performed by PERMITTEE, PERMITTEE's contractors, and subcontractors will require the payment of prevailing wages as set by the California Department of Industrial Relations (CDIA). PERMITTEE's inquiries or requests for interpretations relative to applicability and enforcement of prevailing wage requirements are to be made to the CDIA.

INVOICE AND PAYMENT

PERMITTEE will pay the cost of all CALTRANS' SERVICES.

CALTRANS will invoice PERMITTEE for a lump sum (single payment) of \$150,000 after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CALTRANS' SERVICES. This lump sum is the estimated cost of CALTRANS' SERVICES. CALTRANS will submit supplemental billings to PERMITTEE if the cost of CALTRANS' SERVICES are expected to exceed the original lump sum.

PERMITTEE will pay invoices within thirty (30) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, PERMITTEE will pay invoices within five (5) calendar days of receipt of invoice.

Should the cost of CALTRANS SERVICES remain unpaid, CALTRANS reserves the right to revoke the encroachment permits issued to PERMITTEE for construction work until the full amount of invoiced funds has been received by CALTRANS.

100. If PERMITTEE has received EFT certification from CALTRANS then PERMITTEE will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

The cost of CALTRANS SERVICES includes all direct and applicable indirect costs. Indirect costs include both the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to state and federal regulations.

After PARTIES agree that all WORK for PROJECT is complete, CALTRANS will furnish PERMITTEE a final accounting of all costs with a detailed statement of CALTRANS SERVICES, fees, and other related expenses. After completion of the final accounting, CALTRANS will refund or invoice PERMITTEE as necessary in order to satisfy the financial commitment of this AGREEMENT.

Contact Information

CALTRANS

Nandini N. Shridhar, Project Manager

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 290-7039

Email: nandini.shridhar@dot.ca.gov

IQHQ ELCO YARDS, LP

Kelley Gallese , Director, Development

674 Via De La Valle, Suite #206

Solana Beach , CA 92075

Office Phone: (650) 350-8801

Email: kgallese@iqhqreit.com

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Wajahat Nyaz
Deputy District Director, Design

Verification of funds and authority:

Jeffrey Kuehnel
District Budget Manager

Approved as to form and procedure:

Deputy Attorney

Certified as to financial terms and policies:

Lai Saephan
HQ Accounting Supervisor

IQHQ ELCO YARDS, LP

Justine Nielsonj
Vice President, Development

Attest:

Ian Colburn
Senior Director, Development

Approved as to form and procedure:

Name Tbd
Title TBD

CITY OF REDWOOD CITY

CEQA Lead Agency:

Melissa Stevenson Diaz
City Manager

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF REDWOOD CITY**

THIS AGREEMENT is made effective this day of _____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and Redwood City; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Permit Number _____ was executed between IQHQ ELCO Yard, LP and STATE to allow for Permittee to construct approximately 500 linear feet of streetscape improvements along northbound State Route (SR) 82 (El Camino Real – PM 3.7/3.8) from the Cedar Street intersection to the Maple Street intersection in the City of Redwood City, County of San Mateo. The project will install pedestrian, bicycle, and transit-friendly street improvements, including but are not limited to: sidewalks, curb ramps , median, landscaping, lighting, striping, pedestrian signal upgrades and specifically construct a Pedestrian Hybrid Beacon (PHB) signal and a crossing at the intersection of Beech Street at SR 82, and
2. Permittee will also construct a signalized intersection and traffic calming improvements at the intersection of westbound State Route 84; Woodside Road – PM 24.81 on-ramp / off-ramp, Main Street, and Pine Street in the City of Redwood City, County of San Mateo. The project will reconfigure the intersection of westbound Route 84 (Woodside Road), Main Street, and Pine Street. Improvements there include but are not limited to: vehicular and pedestrian traffic signalization, sidewalk, curb ramps, landscaping, lighting, and striping. All improvements will be hereinafter referred to as "PROJECT", and
3. In accordance with said permit, it was agreed by PARTIES that prior to issuance of the encroachment permit, CITY and STATE will enter into a Project Specific Maintenance Agreement, and
4. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PROJECT constructed within the STATE right of way under the encroachment permit, and
5. Per any existing Maintenance Agreement(s) with CITY; this Agreement is meant to replace or supersede any existing Maintenance Agreements relating to or in conflict with the maintenance of the PROJECT improvements within the STATE right of way.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede any portion of existing Maintenance Agreement(s) executed by PARTIES that include the area within the PROJECT improvements.
2. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
3. PARTIES may mutually agree to amend Exhibit A to this Agreement to revise the maintenance responsibilities between PARTIES.
4. VEHICULAR INTERSECTIONS
 - 4.1. At SR 82/Maple Street and SR 82/Beech Street, CITY will maintain, at CITY expense, the sidewalks, curbs ramps, median, lighting installations, sweeping and debris removal.
 - 4.2. At SR 82/Beech Street, CITY will maintain the PHB signal.
 - 4.3. At SR 84/Main Street/Pine Street, CITY will maintain, at CITY expense, the sidewalk and curb ramps along Main Street.
 - 4.4. At SR 84/Main Street/Pine Street, CITY will maintain the vehicular and pedestrian signalization and lighting connected to the signalization. CITY will be responsible for the cost of electrical energy.
5. LANDSCAPED AREAS - CITY is responsible for the maintenance of any trees and bioretention planter improvements of PROJECT.
6. BICYCLE PATHS, LANES, AND CYCLE TRACKS – constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for the maintenance of the path/lane/cycle track; including but not limited to: delineation, sweeping, debris removal when necessary, signing, and striping, surface pavement distress. CITY will maintain, at CITY expense, a safe facility for pedestrian and bicycle use along the entire length of the path/lane/cycle track, for the direction and operation of that non-motorized facility.

7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 7.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

8. PREVAILING WAGES:

- 8.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

9. INSURANCE

9.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the subject location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

9.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 10 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants

to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF REDWOOD CITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
MELISSA STEVENSON DIAZ
City Manager

TONY TAVARES
Director of Transportation

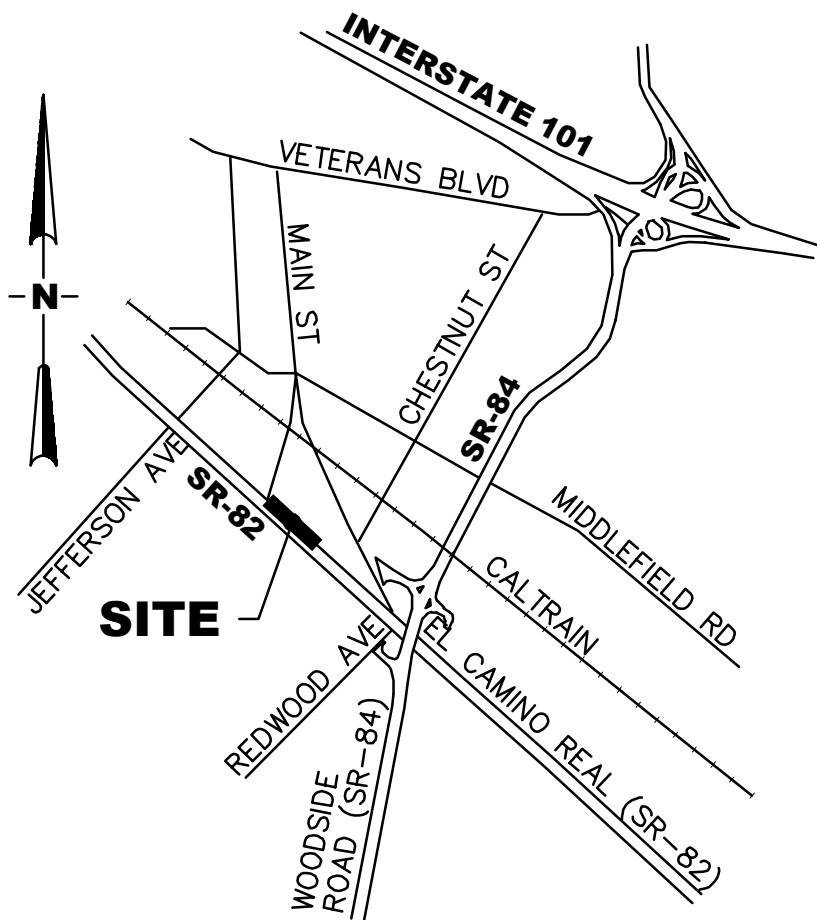
By: _____
LEAH BUDU
Deputy District Director
Maintenance District 04

ATTEST:

By: _____
YESSIKA CASTRO
City Clerk

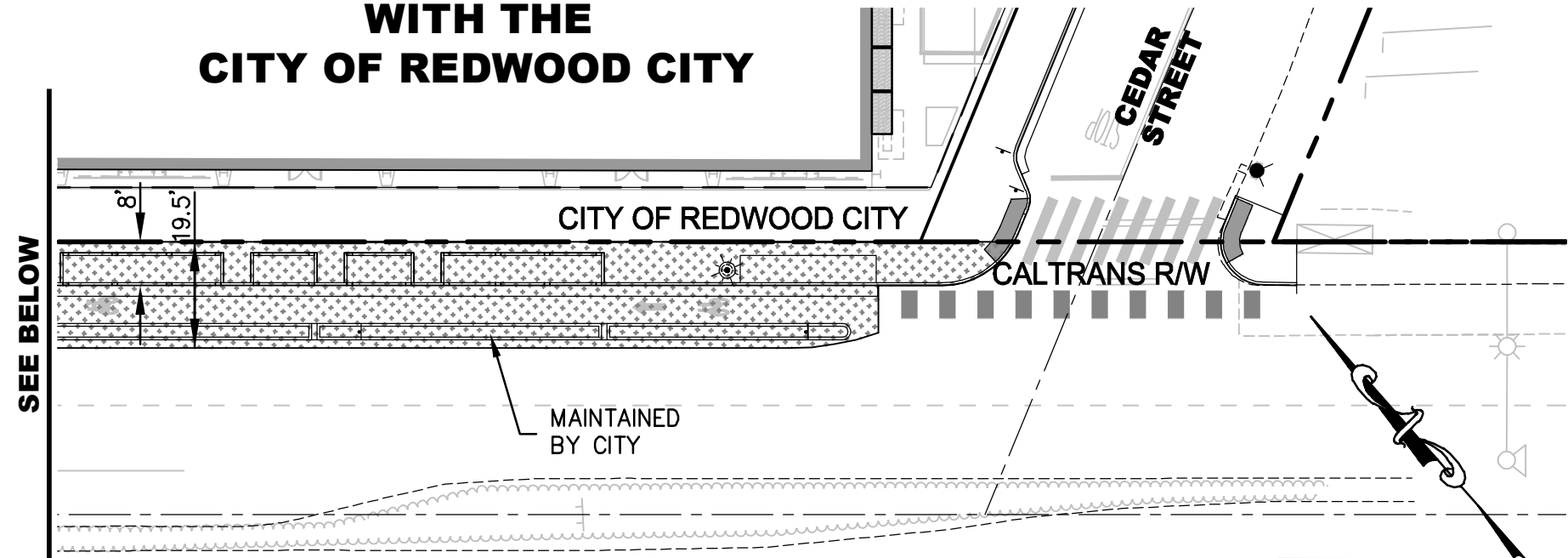
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE AGREEMENT
WITH THE
CITY OF REDWOOD CITY**

EXHIBIT "A"



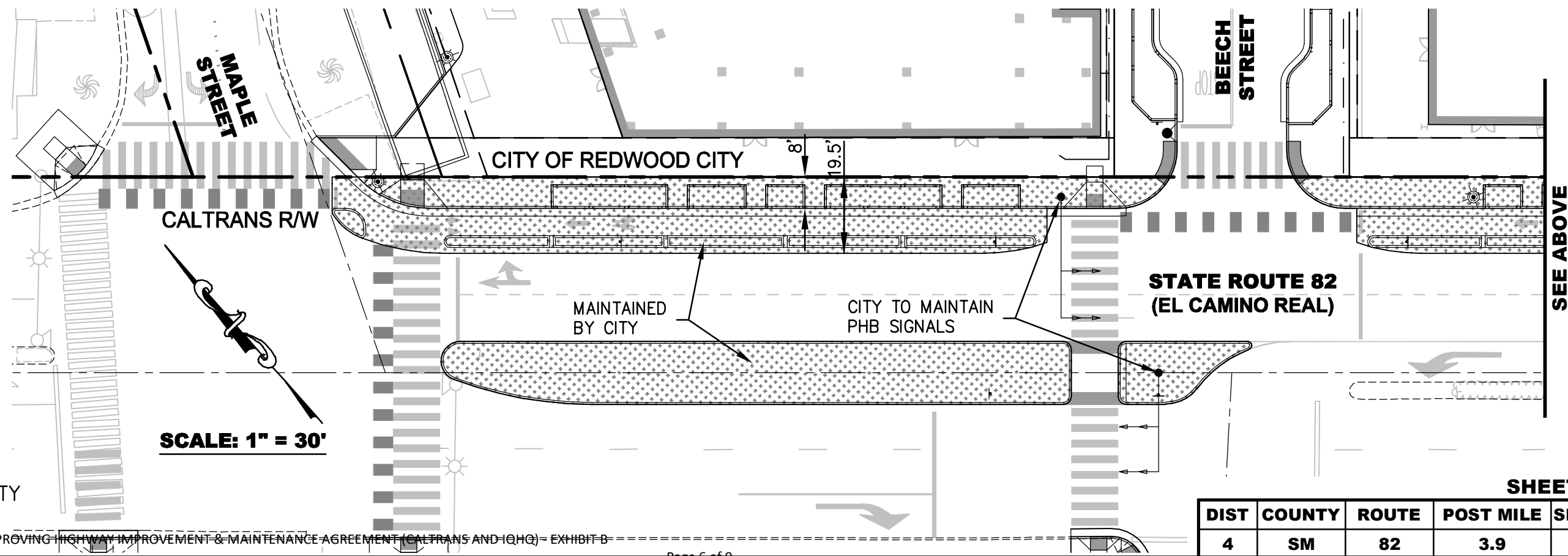
LOCATION MAP

NO SCALE



SCALE: 1" = 30'

MAINTENANCE NOTE:
SIDEWALK AND AND PLANTINGS TO BE MAINTAINED BY THE CITY. CITY WILL MAINTAIN THE CLASS IV BIKE LANE AND RAISED ISLAND BUFFER BETWEEN TRAFFIC LANES AND THE CLASS IV BIKE LANE ON SR82 BETWEEN MAPLE STREET (PM 3.83) AND CEDAR STREET (PM 3.73), A LENGTH OF 0.1 MILES. PBHB SIGNALS TO BE MAINTAINED BY THE CITY.



SCALE: 1" = 30'

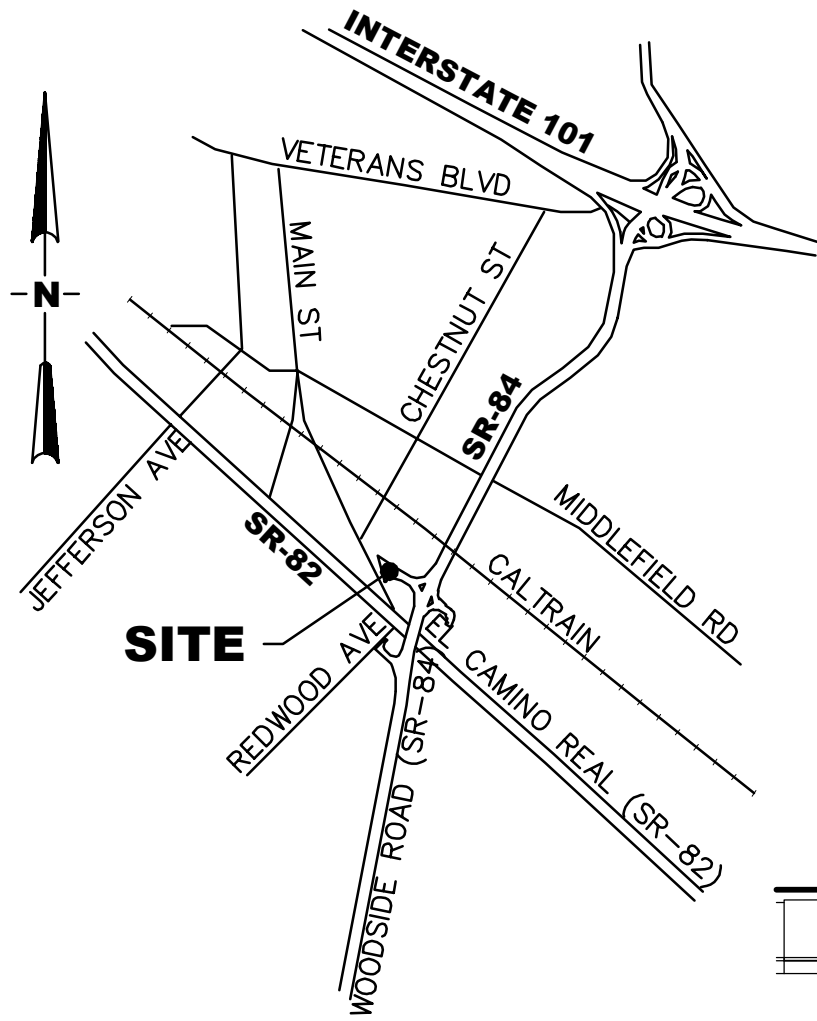
 MAINTAINED BY CITY

SHEET 1 OF 2

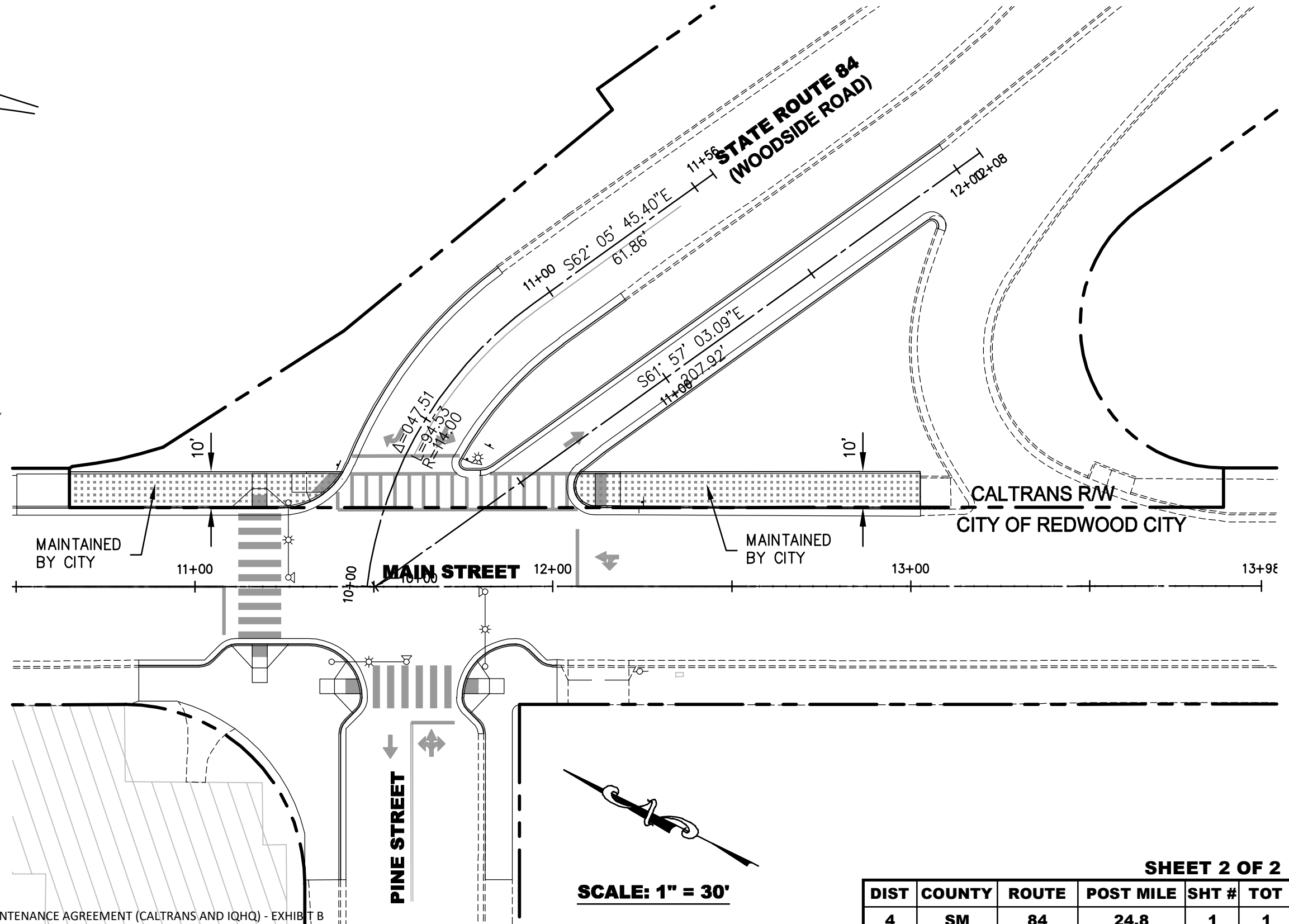
DIST	COUNTY	ROUTE	POST MILE	SHT #	TOT
4	SM	82	3.9	1	1

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE AGREEMENT
WITH THE
CITY OF REDWOOD CITY**

EXHIBIT "A"



LOCATION MAP
NO SCALE



 MAINTAINED BY CITY

SHEET 2 OF 2					
DIST	COUNTY	ROUTE	POST MILE	SHT #	TOT
4	SM	84	24.8	1	1

EXHIBIT B

State of California Department of Transportation (CALTRANS), District-04, 111
Grand Avenue, Oakland, CA 94612 August____,
2024

ATTN: MS. LEAH BUDU
City of REDWOOD CITY
Department of Finance

RE: Statement of Self Insurance for City of Redwood City ("CITY") Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the streetscape improvements along northbound State Route (SR) 82 (El Camino Real – PM 3.7/3.8) from the Cedar Street intersection to the Maple Street intersection, and for the signalized intersection and traffic calming improvements at the intersection of Westbound SR 84 (Woodside Road – PM 24.81) on-ramp / off-ramp, Main Street, and Pine Street.

Dear MS. Budu,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 9.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Sylvia Bravo Peters
FINANCE MANAGER

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 26th day of August 2024 by the following votes:

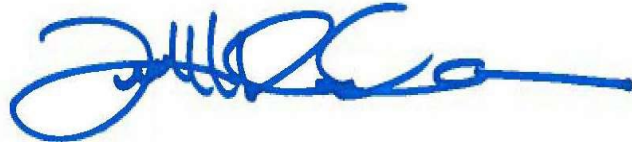
AYES: Aguirre, Eakin, Howard, Martinez Saballos, Sturken, and
Vice Mayor Espinoza-Garnica

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: Mayor Gee



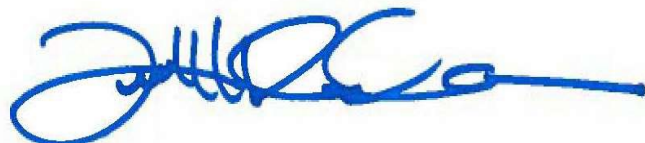
Jeff Gee
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
27th day of August 2024.



Jeff Gee
Mayor of the City of Redwood City