



**CITY COUNCIL AGENDA  
REGULAR MEETING  
CITY OF HALF MOON BAY**

**TUESDAY, SEPTEMBER 6, 2022**

**REMOTE PARTICIPATION (SEE NEXT PAGE)**

**Robert Brownstone, Mayor  
Debbie Ruddock, Vice Mayor  
Joaquin Jimenez, Councilmember  
Deborah Penrose, Councilmember  
Harvey Rarback, Councilmember**

**7:00 PM**

This agenda contains a brief description of each item to be considered. Those wishing to address the City Council on any matter not listed on the Agenda, but within the jurisdiction of the City Council to resolve, may come forward to the podium during the Public Forum portion of the Agenda and will have a maximum of three minutes to discuss their item. Those wishing to speak on a Public Hearing matter will be called forward at the appropriate time during the Public Hearing consideration.

**Please Note:** Anyone wishing to present materials to the City Council, please submit seven copies to the City Clerk.

Copies of written documentation relating to each item of business on the Agenda are on file in the Office of the City Clerk at City Hall and the Half Moon Bay Library where they are available for public inspection. If requested, the agenda shall be available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132.) Information may be obtained by calling 650-726-8271.

In compliance with the Americans with Disabilities Act, special assistance for participation in this meeting can be obtained by contacting the City Clerk's Office at 650-726-8271. A 48-hour notification will enable the City to make reasonable accommodations to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

<http://hmbcity.com/>

## **SPECIAL REMOTE PARTICIPATION PROTOCOLS**

*This meeting will be held entirely by teleconference. All Councilmembers and staff will only participate via the Zoom platform using the process described below. The meeting is being conducted pursuant to recent amendments to the teleconference rules required by the Ralph M. Brown Act allowing teleconferencing during a proclaimed state of emergency when local officials have recommended social distancing (AB 361). The purpose of AB 361 is to provide the safest environment for the public, elected officials, and staff while allowing for continued operation of the government and public participation during the COVID-19 pandemic.*

*This meeting will be conducted via Zoom Webinar and live Spanish interpretation will be available within the Zoom platform. Members of the public are welcome to login into the webinar as Attendees. During any public comment portions, attendees may use the “raise your hand” feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at [www.facebook.com/cityofhalfmoonbay](https://www.facebook.com/cityofhalfmoonbay). Please click to join the webinar: <https://us06web.zoom.us/j/99588947925> or join by phone at 669-900-9128, using Webinar ID 955-3561-4263. If joining by phone, use \*9 to raise your hand, \*6 to mute and unmute.*

## **CALL TO ORDER / ROLL CALL**

## **PUBLIC FORUM**

## **PROCLAMATIONS AND PRESENTATIONS**

HISPANIC HERITAGE MONTH PROCLAMATION

SUICIDE PREVENTION MONTH PROCLAMATION

## **MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE REPORT OUT FROM RECENT CLOSED SESSION MEETINGS CITY MANAGER UPDATES TO COUNCIL**

BEACH CLEANUP DAY

SUMMERS END MUSIC FESTIVAL UPDATE

GENERAL MUNICIPAL ELECTION UPDATE

## **1. CONSENT CALENDAR**

### **1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES**

### **1.B RE-RATIFICATION OF RESOLUTION TO CONTINUE HOLDING PUBLIC MEETINGS REMOTELY (AB 361)**

**Staff Recommendation:** By motion, in accordance with Assembly Bill 361, re-ratify the findings in Resolution No. 2021-80 to continue conducting the City's Council, Commission, and Committee meetings remotely due to health and safety concerns to the public due to COVID-19.

### **STAFF REPORT**

## **1.B RECEIPT OF LEGISLATIVE POSITION LETTER**

**Staff Recommendation:** Receive and file letter of removal of opposition for Assembly Bill 2449.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

## **1.C ADOPTION OF A RESOLUTION REJECTING ALL BID PROPOSALS RECEIVED FOR THE MAIN STREET SAFETY IMPROVEMENTS PROJECT (CIP PROJECT NO. 1009), AND AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT**

**Staff Recommendation:** Adopt a Resolution rejecting all bid proposals received for the Main Street Safety Improvements Project (Project), City Project No. 1009, and authorizing staff to re-advertise the Project.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

## **1.D HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT - NORTH (CIP PROJECT NO. 538) CONSTRUCTION FUNDING AGREEMENT WITH SMCTA**

**Staff Recommendation:** Adopt a resolution authorizing the City Manager to execute the construction funding agreement with the San Mateo County Transportation Authority (SMCTA) to accept Measure A funds in the amount of \$8,475,000 for the construction of Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).

[STAFF REPORT](#)

[RESOLUTION](#)

## **2. ORDINANCES AND PUBLIC HEARINGS**

## **3. RESOLUTIONS AND STAFF REPORTS**

### **3.A ACCEPTANCE OF FUNDING FROM THE CHAN ZUCKERBERG INITIATIVE DONOR ADVISED FUND, AN ADVISED FUND OF SILICON VALLEY COMMUNITY FOUNDATION FOR COASTSIDE RECOVERY EFFORTS RELATED TO REGENERATIVE AGRICULTURE, FARMWORKER SUPPORT, AND DIGITAL INFRASTRUCTURE**

**Staff Recommendation:** Adopt a resolution authorizing the City Manager to 1) accept grant funds by signing a grant agreement with Silicon Valley Community Foundation for

Coastside recovery efforts related to regenerative agriculture, farmworker support, and digital infrastructure in the amount of \$400,000; 2) negotiate and execute sub-grantee agreements with local nonprofit service providers not to exceed \$380,000 and 3) create the CZI Grant Fund (a special revenue fund) and make matching revenue and expenditure budget amendments in the amount of \$400,000.

[STAFF REPORT](#)

[RESOLUTION](#)

### **3.B AGENDA FORMAT REVIEW (RUDDOCK)**

**Staff Recommendation:** Review and discuss the format of city council agendas.

[STAFF REPORT](#)

**COMMISSION / COMMITTEE UPDATES**

**CITY COUNCIL REPORTS FUTURE ITEMS**

**ADJOURNMENT**

## BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

### AGENDA REPORT

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Jessica Blair, Communications Director / City Clerk

**TITLE:** **RE-RATIFICATION OF RESOLUTION TO CONTINUE HOLDING PUBLIC MEETINGS REMOTELY (AB 361)**

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#### **RECOMMENDATION:**

By motion, in accordance with Assembly Bill 361, re-ratify the findings in Resolution No. 2021-80 to continue conducting the City's Council, Commission, and Committee meetings remotely due to health and safety concerns to the public due to COVID-19.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item.

#### **STRATEGIC ELEMENT:**

This action supports the Inclusive Governance element of the Strategic Plan.

#### **BACKGROUND:**

On March 4, 2020, Governor 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 a broader spread of COVID-19.

Thereafter, on March 17, 2020, the City Council adopted Resolution 2020-16 declaring a local emergency due to COVID-19. The same day, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

Staff quickly worked to set up remote meetings via Zoom for all City Council and Planning Commission meetings. The Zoom meetings have allowed the Council, Commissions, and Committees to continue to conduct City business from the safety of members' homes. The City has been utilizing Zoom for the past 18 months to conduct nearly all public meetings. The usage of Zoom for public meetings has allowed the City to ensure the public's continued access to government meetings while also ensuring the public's safety.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the ability of agencies to hold remote meetings through September 30, 2021, after which agencies anticipated transitioning back to public meetings held in full compliance with the Brown Act. In preparation for the return to in-person meetings, staff has been working on acquiring audio and visual upgrades for City facilities to conduct hybrid meetings. Although hybrid meetings would help to keep the public safe by allowing them to continue accessing the meetings from their own home, Councilmembers, Commissioners, Committee members, and staff would need to meet in person.

Since the Governor issued Executive Order N-08-21, the Delta variant has emerged, causing a spike in cases throughout the state. As a result, the San Mateo County Health Department issued a Health Order requiring masks indoors in public places, regardless of vaccination status, starting August 3, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders.

AB 361 authorizes local agencies to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act during a declared state of emergency, when state or local health officials have imposed or recommended measures to promote social distancing during the proclaimed state of emergency, or when there is an imminent risk to the health or safety of attendees.

On October 5, 2021, the City Council adopted Resolution No. 2021-80 under the requirements of AB 361 to continue conducting meetings remotely. AB 361 requires the City Council to make the findings every 30 days, necessitating the need for this item.

On December 15, 2021, a statewide mask mandate went into effect due to a rise in cases across the state.

On January 10, 2022, in response to the surge of COVID-19 cases, Omicron variant, City Hall closed to the public moving services to remote services.

On March 1, 2022, the statewide requirement that unvaccinated individuals mask in indoor public settings moved to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking. The San Mateo Chief Health Officer has likewise recommended the CDC's masking guidance.

**DISCUSSION:**

AB 361 will allow local legislative bodies to continue to meet remotely after the September 30, 2021 expiration of the Governor's executive orders. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely to ensure the health and safety of the public due to the following:

- The City is still under a local state of emergency
- County health orders require that all individuals in public spaces maintain social distancing and wear masks
- The City can't maintain social distancing requirements for the public, staff, Councilmembers, Commissioners, and Committee Members in their meeting spaces

The City cannot ensure social distancing requirements are met inside City facilities where the City Council, Planning Commission, Parks and Recreation Commission, Redistricting Advisory Committee, Bicycle and Pedestrian Advisory Committee, and Main Street Bridge Advisory Committee meet.

Councilmembers, Commissioners, Committee Members, and staff sit well within six feet of each other. Moreover, the County's indoor mask order is still in effect, making it difficult to hear what Councilmembers, Commissioners, Committee Members, staff, and public speakers are saying. Furthermore, while speaking through masks may be understandable in person, picking up speech on microphones for those attending remotely and those watching any livestreams would be difficult.

Per AB 361, the City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely to ensure the health and safety of the public. Staff recommends that the City Council declare these findings are true so these bodies can continue to meet remotely. Staff will return with this resolution for re-ratification at the Council's 1<sup>st</sup> Tuesday meeting each month, at which time the Council can reassess as various health orders and COVID-19 parameters change.

## BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

### AGENDA REPORT

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Jessica Blair, Communications Director / City Clerk

**TITLE:** **RECEIPT OF LEGISLATIVE POSITION LETTER**

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**RECOMMENDATION:**

Receive and file letter of removal of opposition for Assembly Bill 2449.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**STRATEGIC ELEMENT:**

This action supports the Inclusive Governance element of the Strategic Plan.

**DISCUSSION:**

Annually, the City adopts a Legislative Platform to allow staff to send position letters regarding various bills / issues of interest to the City. The 2022 Legislative Platform was adopted by the City Council on March 1, 2022. The platform provides staff direction and allows the City, on the Council's behalf, to respond in support of or opposition to bills and other legislative and administrative actions. The City Council has delegated its authority to the Mayor and / or City Manager to sign position letters consistent with the legislative platform. Townsend Public Affairs monitors legislation for the City and communicates frequently with staff on bills. Occasionally, the League of California Cities will send action alerts for bills affecting municipalities. Staff reviews those alerts as well and will take action on any that align with the City's Legislative Platform.

In the spirit of transparency, when position letters are sent by the City, staff will include them in a City Council agenda packet for viewing by the Council and the community.

**ATTACHMENTS:**

AB 2449 Removal of Opposition Letter



THE CITY OF  
**HALF MOON BAY**  
CALIFORNIA

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August 18, 2022

The Honorable Blanca Rubio  
California State Assembly  
1021 O Street, Suite 7880  
Sacramento, CA 95814

**Re: Assembly Bill 2449 (Rubio) Open meetings: local agencies: teleconferences.  
Removal of Opposition – City of Half Moon Bay**

Dear Assembly Member Rubio:

On behalf of the City of Half Moon Bay, I write to express my removal of opposition, to be neutral as amended to AB 2449. I appreciate that the bill has been amended to:

1. Remove the unclear and expansive language access provisions.
2. Specify that although the legislative body shall request a general description of the circumstances relating to a member's need to appear remotely at the given meeting – a general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

Half Moon Bay supports the increased flexibility this measure offers and continues to support modernization of the Brown Act. With the latest amendments in place, this bill strikes an appropriate balance between flexibility and good-faith governance, while also making it easier for local governments to comply with the provisions set forth in the bill.

Again, thank you for your work, and I am pleased remove my opposition to AB 2449.

Sincerely,

Debbie Ruddock  
Mayor of Half Moon Bay

## BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

### AGENDA REPORT

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** John Doughty, Director of Public Works  
Maz Bozorginia, City Engineer  
Jonathan Woo, Assistant Engineer

**TITLE: ADOPTION OF A RESOLUTION REJECTING ALL BID PROPOSALS RECEIVED FOR THE MAIN STREET SAFETY IMPROVEMENTS PROJECT (CIP PROJECT NO. 1009), AND AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT**

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#### **RECOMMENDATION:**

Adopt a Resolution rejecting all bid proposals received for the Main Street Safety Improvements Project (Project), City Project No. 1009, and authorizing staff to re-advertise the Project.

#### **FISCAL IMPACT:**

There is no financial impact associated with this action.

#### **STRATEGIC ELEMENT:**

This action supports the Infrastructure and Environment and the Healthy Communities and Public Safety Elements of the Strategic Plan.

#### **BACKGROUND:**

The City of Half Moon Bay received two separate grants from the Bay Area Air Quality Management District (BAAQMD) to implement some quick-build improvements in the downtown corridor, with the ultimate objective of reducing carbon and greenhouse gas emissions.

The City has created a Project utilizing these funds in the construction of key bicycle and pedestrian improvements that were identified in the Bicycle and Pedestrian Master Plan (adopted September 2019). The City has programmed the funds into the Capital Improvement Program as the Main Street Safety Improvements Project (Project), City Project No. 1009, to construct four types of improvements in the downtown area: 1) bicycle routes, 2) pedestrian crosswalks, 3) signage, and 4) parklets/streeteries. The Capital Project addresses the first three above mentioned improvements throughout the northern portion of the downtown area of

Half Moon Bay. The City Manager's Office and Community Development have led efforts on the parklet/streeteries element.

The Project limits are from Correas Street on the south, and Highway 1 on the north. Project elements vary but include work on Main Street, Johnston Street, Correas Street, excluding the Highway 1 and 92 intersections. The scope of work includes the implementation of Class II Bike Lanes on Main Street between Highway 1 and Stone Pine Road and Class III Bike Lanes for the remaining locations. The two angled parking stalls on the northern side of Mill Street within the Project limits will be reconfigured to parallel parking stalls, and the perpendicular parking stalls along Johnston Street and Correas Street within Project limits will be reconfigured to back-in angled parking stalls for the safety of bicyclists. City Staff presented the project scope to the Bicycle/Pedestrian Advisory Committee on November 4, 2021, and to the Downtown Business Association on February 3, 2022, from which positive feedback was provided. Notices were provided to business owners and property owners adjacent to the project limits on July 7, 2021. Additional notices were provided to those property owners adjacent to the reconfigured parking layout along Johnston Street and Correas Street on June 14, 2022.

Additional scope of work will include the installation of new high visibility crosswalks along the Main Street intersections between Correas Street and Mill Street, and at the intersection of Miramontes Street and Johnston Street. The Project also includes pavement maintenance and preservation, such as base repair, and the use of crack and slurry seal, as well as the installation of some parking directional signs in the downtown corridor to direct both residents and tourists to utilize adjacent parking surrounding Main Street.

#### **DISCUSSION:**

The City initiated circulation of a request for public bids for the Project on Thursday, July 14, 2022, and three (3) bids were publicly opened on Thursday, August 4, 2022, at 2:00 PM, with base bids ranging between \$519,737.84 to \$792,152.00. Bids were received from VNH Builders, Pavement Coatings Co., and Doolittle Construction, LLC. VNH Builders (VNH) was preliminarily considered the lowest apparent bidder with a proposal of \$519,737.84 (16.6% over the engineer's estimate of \$445,851.00).

On Friday, August 5, 2022, the City received a bid protest from the second lowest bidder, Pavement Coatings Co. (PCC). Their bid protest stated that one of the subcontractors for VNH (listed on their bid proposal) was not properly licensed to undertake proposed work. On Monday, August 8, 2022, a second bid protest was received from Doolittle Construction, LLC (Doolittle), the third and highest bidder. Doolittle claimed that the PCC bid should be considered nonresponsive since the majority of work is proposed to be completed by subcontractors rather than PCC, the General Contractor. The posted Addendum No. 1, of August 1, 2022, stated that "the minimum percentage of work to be completed by the General Contractor shall be 50 percent."

After reviewing the bid protests, the required bid documentation and consulting with the City Attorney, Staff finds that it is in the City's best interest to reject all bids received. Staff therefore

recommends that the City Council reject all bids received and authorize staff to re-advertise the Project in January 2023 given that a portion of the Project involves slurry sealing which is a seasonally available material.

As noted in the Project background, the Project includes slurry sealing, which requires a minimum outdoor temperature to properly cure the surfacing mix over the existing pavement. In October of each year, plants halt the creation of slurry mix, and would most likely resume creating the mix in early spring of the following year. Staff therefore intends to re-advertise the Project in January 2023, open bids in February 2023, and tentatively start construction in March or April of 2023.

**ATTACHMENTS:**

1. Resolution
2. Bid Tabulation

**RESOLUTION NO. C-2022-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY  
REJECTING ALL BID PROPOSALS RECEIVED FOR THE MAIN STREET SAFETY IMPROVEMENTS  
PROJECT (CIP PROJECT NO. 1009), AND AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT**

**WHEREAS**, on July 14, 2022, the City issued a notice inviting bids for the Main Street Safety Improvements Project (Project), CIP Project No. 1009; and

**WHEREAS**, on August 4, 2022, three (3) bids were received and opened at the scheduled time, date and place as set forth in the Public Contract Code for the Project; and

**WHEREAS**, the lowest apparent bid was submitted by VNH Builders (VNH), of Burlingame, California, in the total amount of \$519,737.84, 16.6% over the engineer's estimate; and

**WHEREAS**, on August 5, 2022, the City received a bid protest from the second lowest bidder, Pavement Coatings Co. (PCC), who bid the project at \$638,622.72, 43.2% over the engineer's estimate, stating their opinion that the VNH bid was non-responsive; and

**WHEREAS**, on August 8, 2022, the City received a second protest from the highest bidder, Doolittle Construction, LLC., who bid the project at \$792,152.00, 77.7% over the engineer's estimate, echoing PCC's statements and also protesting that the PCC's bid was non-responsive; and

**WHEREAS**, Staff reviewed both bid protest assertions and all submitted bid documentation, and determined that the City should reject all bids received for the Project and authorize staff to re-advertise the Project at a later date; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby rejects all bids received and authorizes staff to re-advertise the Main Street Safety Improvements Project at a later date.

\*\*\*\*\*

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 6<sup>th</sup> day of September 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

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Jessica Blair, City Clerk

APPROVED:

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Debbie Ruddock, Mayor

**MAIN STREET SAFETY IMPROVEMENTS PROJECT - BID SUMMARY - AUGUST 4, 2022 AT 2:00 PM**

| ITEM                 | SPEC<br>CERT | ITEM DESCRIPTION                                             | UNIT | QTY    | ENGINEERS ESTIMATE |               | VNH BUILDERS  |               | PAVEMENT COATINGS CO. |               | DOOLITTLE CONSTRUCTION<br>LLC |               |
|----------------------|--------------|--------------------------------------------------------------|------|--------|--------------------|---------------|---------------|---------------|-----------------------|---------------|-------------------------------|---------------|
|                      |              |                                                              |      |        | UNIT PRICE         | ITEM TOTAL    | UNIT PRICE    | ITEM TOTAL    | UNIT PRICE            | ITEM TOTAL    | UNIT PRICE                    | ITEM TOTAL    |
| 1                    |              | Mobilization (10% of Bid Items)                              | LS   | 1      | \$ 38,500.00       | \$ 38,500.00  | \$ 30,000.00  | \$ 30,000.00  | \$ 60,000.00          | \$ 60,000.00  | \$ 79,000.00                  | \$ 79,000.00  |
| 2                    | 01350        | Notification to Residents and Businesses                     | LS   | 1      | \$ 5,000.00        | \$ 5,000.00   | \$ 2,500.00   | \$ 2,500.00   | \$ 10,000.00          | \$ 10,000.00  | \$ 21,500.90                  | \$ 21,500.90  |
| 3                    | 01550        | Traffic Control System                                       | LS   | 1      | \$ 30,000.00       | \$ 30,000.00  | \$ 35,000.00  | \$ 35,000.00  | \$ 128,500.00         | \$ 128,500.00 | \$ 175,750.00                 | \$ 175,750.00 |
| 4                    | 01233        | Storm Water Pollution Prevention Plan                        | LS   | 1      | \$ 12,000.00       | \$ 12,000.00  | \$ 10,000.00  | \$ 10,000.00  | \$ 2,500.00           | \$ 2,500.00   | \$ 5,000.00                   | \$ 5,000.00   |
| 5                    | 02500        | 4" Asphalt Concrete Digout                                   | TN   | 62     | \$ 520.00          | \$ 32,240.00  | \$ 510.32     | \$ 31,639.84  | \$ 600.00             | \$ 37,200.00  | \$ 560.00                     | \$ 34,720.00  |
| 6                    | 02500        | Class II Aggregate Base (Allowance)                          | TN   | 11     | \$ 250.00          | \$ 2,750.00   | \$ 850.00     | \$ 9,350.00   | \$ 320.00             | \$ 3,520.00   | \$ 360.00                     | \$ 3,960.00   |
| 7                    | 02520        | Slurry Seal (Type II)                                        | SY   | 21,100 | \$ 2.50            | \$ 52,750.00  | \$ 6.92       | \$ 146,012.00 | \$ 3.25               | \$ 68,575.00  | \$ 7.75                       | \$ 163,525.00 |
| 8                    | 02544        | Crack Treatment                                              | LF   | 800    | \$ 10.00           | \$ 8,000.00   | \$ 10.00      | \$ 8,000.00   | \$ 32.00              | \$ 25,600.00  | \$ 30.00                      | \$ 24,000.00  |
| 9                    | 02550        | Curb and Gutter Replacement                                  | LF   | 9      | \$ 70.00           | \$ 630.00     | \$ 550.00     | \$ 4,950.00   | \$ 425.00             | \$ 3,825.00   | \$ 400.00                     | \$ 3,600.00   |
| 10                   | 02740        | Wheel Stops                                                  | EA   | 18     | \$ 110.00          | \$ 1,980.00   | \$ 300.00     | \$ 5,400.00   | \$ 102.00             | \$ 1,836.00   | \$ 100.00                     | \$ 1,800.00   |
| 11                   | 02840        | Thermoplastic and Pavement Marker Removal                    | LS   | 1      | \$ 31,000.00       | \$ 31,000.00  | \$ 20,000.00  | \$ 20,000.00  | \$ 66,000.00          | \$ 66,000.00  | \$ 65,000.00                  | \$ 65,000.00  |
| 12                   | 02840        | 12" Striping - Limit Lines and Crosswalks (White and Yellow) | LF   | 2,286  | \$ 7.20            | \$ 16,460.00  | \$ 6.50       | \$ 14,859.00  | \$ 8.40               | \$ 19,202.40  | \$ 10.00                      | \$ 22,860.00  |
| 13                   | 02840        | 24" Striping - Crosswalks (White and Yellow)                 | LF   | 2,326  | \$ 14.50           | \$ 33,727.00  | \$ 10.00      | \$ 23,260.00  | \$ 16.80              | \$ 39,076.80  | \$ 20.00                      | \$ 46,520.00  |
| 14                   | 02840        | 4" Parking Striping                                          | LF   | 3,268  | \$ 2.90            | \$ 9,478.00   | \$ 6.00       | \$ 19,608.00  | \$ 2.10               | \$ 6,862.80   | \$ 2.50                       | \$ 8,170.00   |
| 15                   | 02840        | Striping, Detail 22                                          | LF   | 1,896  | \$ 3.00            | \$ 5,688.00   | \$ 6.50       | \$ 12,324.00  | \$ 2.94               | \$ 5,574.24   | \$ 3.50                       | \$ 6,636.00   |
| 16                   | 02840        | Striping, Detail 31                                          | LF   | 1,030  | \$ 2.50            | \$ 2,575.00   | \$ 6.50       | \$ 6,695.00   | \$ 5.04               | \$ 5,191.20   | \$ 6.00                       | \$ 6,180.00   |
| 17                   | 02840        | Striping, Detail 37B                                         | LF   | 295    | \$ 1.60            | \$ 472.00     | \$ 10.00      | \$ 2,950.00   | \$ 1.89               | \$ 557.55     | \$ 2.20                       | \$ 649.00     |
| 18                   | 02840        | Striping, Detail 38                                          | LF   | 786    | \$ 1.50            | \$ 1,179.00   | \$ 10.00      | \$ 7,860.00   | \$ 1.89               | \$ 1,485.54   | \$ 2.25                       | \$ 1,768.50   |
| 19                   | 02840        | Striping, Detail 39                                          | LF   | 1,825  | \$ 1.60            | \$ 2,920.00   | \$ 6.50       | \$ 11,862.50  | \$ 1.47               | \$ 2,682.75   | \$ 1.80                       | \$ 3,285.00   |
| 20                   | 02840        | Striping, Detail 39A                                         | LF   | 1,387  | \$ 1.40            | \$ 1,942.00   | \$ 6.50       | \$ 9,015.50   | \$ 1.47               | \$ 2,038.89   | \$ 1.80                       | \$ 2,496.60   |
| 21                   | 02840        | White Thermoplastic Pavement Markings                        | SF   | 1,846  | \$ 9.00            | \$ 16,614.00  | \$ 10.00      | \$ 18,460.00  | \$ 8.40               | \$ 15,506.40  | \$ 10.00                      | \$ 18,460.00  |
| 22                   | 02840        | Green Thermoplastic Pavement Markings                        | SF   | 9,309  | \$ 14.00           | \$ 130,326.00 | \$ 8.00       | \$ 74,472.00  | \$ 12.60              | \$ 117,293.40 | \$ 9.00                       | \$ 83,781.00  |
| 23                   | 02840        | Blue Thermoplastic Pavement Markings                         | SF   | 80     | \$ 9.00            | \$ 720.00     | \$ 10.00      | \$ 800.00     | \$ 21.00              | \$ 1,680.00   | \$ 25.00                      | \$ 2,000.00   |
| 24                   | 02840        | Two-Way Blue Fire Hydrant Reflector                          | EA   | 10     | \$ 30.00           | \$ 300.00     | \$ 200.00     | \$ 2,000.00   | \$ 36.75              | \$ 367.50     | \$ 45.00                      | \$ 450.00     |
| 25                   | 02840        | Sign Mounted on Existing Pole                                | EA   | 31     | \$ 200.00          | \$ 6,200.00   | \$ 120.00     | \$ 3,720.00   | \$ 204.75             | \$ 6,347.25   | \$ 240.00                     | \$ 7,440.00   |
| 26                   | 02840        | New Sign and Pole                                            | EA   | 6      | \$ 400.00          | \$ 2,400.00   | \$ 1,500.00   | \$ 9,000.00   | \$ 1,200.00           | \$ 7,200.00   | \$ 600.00                     | \$ 3,600.00   |
| Base Bid Subtotal    |              |                                                              |      |        |                    | \$ 445,851.00 | \$ 519,737.84 |               | \$ 638,622.72         |               | \$ 792,152.00                 |               |
| 15% Contingency      |              |                                                              |      |        |                    | \$ 66,878.00  |               |               |                       |               |                               |               |
| Base Bid Grand Total |              |                                                              |      |        |                    | \$ 512,729.00 |               |               |                       |               |                               |               |

## BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

### AGENDA REPORT

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** John Doughty, Public Works Director  
Maz Bozorginia, City Engineer

**TITLE:** **HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT - NORTH  
(CIP PROJECT NO. 538) CONSTRUCTION FUNDING AGREEMENT WITH SMCTA**

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#### **RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to execute the construction funding agreement with the San Mateo County Transportation Authority (SMCTA) to accept Measure A funds in the amount of \$8,475,000 for the construction of Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).

#### **FISCAL IMPACT:**

There are sufficient funds in the FY 2022-23 capital budget to fund the City's contribution of \$2,400,000 for the construction of Highway 1 North Project. The local funding source is from a developer contribution (Ailanto – Pacific Ridge Subdivision).

#### **STRATEGIC ELEMENT:**

This action supports the Infrastructure and Environment and Healthy Communities and Public Safety Elements of the Strategic Plan.

#### **BACKGROUND:**

To address safety and operational issues along Highway 1, the City submitted two separate applications to SMCTA for funding the Highway 1 Safety and Operational Improvements Projects. On October 4, 2012, the SMCTA awarded the City \$3.5 million (for design, right-of-way, and construction) for each project for a total of \$7 million. These projects have been included in the City's Capital Improvement Program as Highway 1 Safety Operational Improvements - North (CIP Project No. 538) and Highway 1 Safety Operational Improvements - South (CIP Project No. 523). The Highway 1 (South) Project was completed in 2021.

The Highway 1 North project includes a new signalized intersection serving Terrace Avenue and newly consolidated access of Frontage Road and Grand Avenue. The intersection includes east-west signalized crossing for pedestrians and bicyclists. In addition, the project constructs a

bicycle/pedestrian (Class I) path from N. Main Street to Spindrift Way (Segment 1--Eastside Parallel Trail, North) and improve the Naomi Patridge Trail connection (across the previous access points to Highway 1) on the west side. The proposed improvements also include a limited extension of the four-lane highway configuration north to just south of Grandview Blvd with improved turning lanes, landscaped medians, and green infrastructure to address a current traffic constriction point. Bus stops will also be improved in this section to provide a better experience for transit riders including ADA compliant access.

The Pacific Ridge Subdivision is a 63 single-unit residential subdivision under construction at the terminus of Terrace Avenue. A traffic signal and related highway improvements are required (per Conditions of Approval) at Terrace Avenue and Highway 1 to mitigate traffic impacts from the project. The City has collected the required fees in the amount of \$3,119,215 for the improvements (design, environmental review, and construction) to be implemented as part of the Highway 1 North project. A portion of the developer fees were used for design, environmental and permitting.

On December 11, 2018, the Planning Commission adopted the Negative Declaration and approved the Coastal Development Permit for the project. Subsequently, on February 8, 2019, the California Department of Transportation approved the Permit Engineering and Evaluation Report (PEER) for the project.

On April 2, 2019, the City Council executed an agreement with SMCTA to accept \$300,000 in funding for the design phase of the project and on July 20, 2021, the City Council executed an amendment to the design funding agreement to accept an additional \$173,000 from SMCTA. The remaining commitment from SMCTA for this project includes \$3.2M for the construction of the project.

#### **DISCUSSION:**

The current total construction cost estimate is \$10,875,000 including contingencies, construction management, inspection, and testing services. Previous funding commitments for the construction included \$3.2M from SMCTA and \$2.4M from the City (Development Impact Fees) with a shortfall of \$5.275M.

In September 2021, staff submitted a funding application for SMCTA Measure A Highway for the Highway 1 North project construction phase. In October 2022, SMCTA notified the City that they would fund the entire construction shortfall for the project for a total Measure A funding of \$8.475M. On December 2, 2021, the SMCTA Board of Directors programmed and allocated an additional \$5,275,000 in Measure A funds for a combined total of \$8,475,000 for the Construction Phase of the Project through Resolution 2021-33.

The proposed funding agreement with SMCTA requires the City to contribute the previously committed \$2.4M towards the construction costs and to complete the construction of the project by December 31, 2024. The project team has submitted the final plans, specifications and estimates to Caltrans for approval and is currently in the utility relocation phase. The

relocation of PG&E gas main on Highway 1 and electric poles are being coordinated with PG&E as well as water line/hydrant relocation through Coastside County Water District.

Following relocation of the impacted utilities and issuance of the final encroachment permit by Caltrans, the Project is planned to be advertised for construction bidding by Spring 2023, with start of construction in Summer 2023 and anticipated substantial completion by December 31, 2024 in accordance with the funding agreement. The proposed funding agreement has been reviewed and accepted as to form by the City Attorney.

**ATTACHMENTS:**

1. Resolution – SMCTA Measure A Funding Agreement

**RESOLUTION NO. C-2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SAN MATEO COUNTY TRANSPORTATION AUTHORITY TO ACCEPT MEASURE A FUNDS IN THE AMOUNT OF \$8,475,000 FOR CONSTRUCTION OF HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT – NORTH (CIP PROJECT NO. 538)**

**WHEREAS**, on May 24, 2012, the San Mateo County Transportation Authority (SMCTA) issued a call for projects for the Measure A Highway Program; and

**WHEREAS**, in response to the call for projects, the City of Half Moon Bay requested that SMCTA provide \$3,500,000 in Measure A funds for Highway 1 Safety and Operational Improvements Project North; and

**WHEREAS**, on October 4, 2012, the SMCTA Board of Directors programmed up to \$300,000 for the design phase and \$3,200,000 for the construction phase of the Project; and

**WHEREAS**, on December 6, 2018, SMCTA Board of Directors allocated the funds that were programmed through SMCTA Resolution 2012-17 for the Design phase of the Project; and

**WHEREAS**, on December 11, 2018, the Planning Commission adopted the Negative Declaration and approved the Coastal Development Permit for the project and Caltrans approved the PEER on February 8, 2019; and

**WHEREAS**, on April 2, 2019, the City Council executed an agreement with SMCTA to accept \$300,000 in funding for the design phase of the project; and

**WHEREAS**, on July 20, 2021, the City Council executed an agreement with SMCTA to accept an additional \$138,500 for design of new safety improvements for the project as requested by Caltrans; and

**WHEREAS**, on August 6, 2021, SMCTA issued a call for projects for the Measure A Highway Program; and

**WHEREAS**, on September 24, 2021, in response to the call for projects, the City submitted an application for additional Measure A funds for construction of Highway 1 Safety and Operational Improvements Project North; and

**WHEREAS**, on December 2, 2021, the SMCTA Board of Directors programmed and allocated an additional \$5,275,000 Measure A funds for a combined total of \$8,475,000 in Measure A funds for the Construction Phase of the Project through Resolution 2021-33; and

**WHEREAS**, the City will contribute the previously committed \$2,400,000 in matching fund towards construction of the project from developer contribution funds;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the agreement with SMCTA (Exhibit A) to accept Measure A funding in the amount of \$8,475,000 for construction of the Highway 1 Safety and Operational Improvements Project – North (CIP No. 538)

\*\*\*\*\*

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 6th day of September 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

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Jessica Blair, City Clerk

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Debbie Ruddock, Mayor

**FUNDING AGREEMENT**  
**SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A FUNDS**  
**HIGHWAY 1: MAIN STREET TO KEHOE AVENUE PROJECT**  
**CONSTRUCTION PHASE**

This Funding Agreement (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (Execution Date) by and between the San Mateo County Transportation Authority (TA) and the City of Half Moon Bay (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

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

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

**WHEREAS**, on October 4, 2012, the TA's Board of Directors programmed up to \$300,000 for the Design phase of the Project from the Measure A Highway Program Category Key Congested Area (KCA) funds, through Resolution 2012-17, with allocation conditioned upon the completion of the Highway 1: Main Street to Kehoe Avenue Project's (Project) environmental phase; and

**WHEREAS**, as part of the same action, the TA's Board of Directors also programmed up to \$3,200,000 from the New Measure A funds for the Construction Phase of the Project, through Resolution 2012-17, with allocation conditioned on the completion of the design phase; and

**WHEREAS**, the Project encountered significant delays because of the difficulty of securing regulatory permits in the Project's environmentally sensitive area along with unanticipated impacts on utilities; and

**WHEREAS**, on August 6, 2021, the TA issued a call for projects for the Highway Program; and

**WHEREAS**, in response to the call for projects, Sponsor requested that the TA provide an additional \$5,275,000 in Measure A funds for the Project, as described in Exhibit A; and

**WHEREAS**, the Project meets the intent of the Original Measure A 1988 Transportation Expenditure Plan and New Measure A 2004 Transportation Expenditure Plan and the TA's Strategic Plan 2020-2024; and

**WHEREAS**, on December 2, 2021, the TA's Board of Directors programmed and allocated \$5,275,000 from the Original Measure A funds for a combined total of \$8,475,000 in Measure A Highway Program Category funds (hereinafter "Measure A Funds") for the Construction phase (Scope of Work) of the Project through Resolution 2021-33; and

**WHEREAS**, the Sponsor will contribute \$2,400,000 in local, state, federal, or other grant matching funds for a total Scope of Work cost of \$10,875,000; and

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

Now therefore, the Parties agree as follows:

## SECTION 1: Scope of Work Oversight and Reporting

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

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

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

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

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

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

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

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

### 1.7 Audits.

- a) The TA, or its authorized agents, may, at any reasonable time during business hours, conduct an audit of Sponsor's performance under this Agreement. Sponsor will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Sponsor which the TA reasonably determines to be relevant to this Agreement.
- b) Sponsor will transmit to the TA the Independent Auditor's Report prepared for Sponsor's Comprehensive Annual Financial Report within thirty (30) days of receipt by Sponsor and highlight the section that pertains to the Measure A Funds.

SECTION 2: Funding and Payment - Sponsor provides match for this Scope of Work; pro rata applies to each expenditure.

2.1 Funding Commitment. The TA allocates to Sponsor up to \$8,475,000 for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs) as provided in this Section 2. Sponsor will contribute, or provide for the contribution of, the entire amount in excess of \$10,875,000 needed to complete the Scope of Work and must provide at least \$2,400,000 (22%) of the Scope of Work Costs. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

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

### 2.2 Use of Funds.

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

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

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

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

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

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

2.5 Invoices; Payments.

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

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

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

Or by e-mail to: [accountspayable@samtrans.com](mailto:accountspayable@samtrans.com) and the designated TA Project Manager at [el-guindyh@samtrans.com](mailto:el-guindyh@samtrans.com)

### SECTION 3: Term

3.1 Term. The term of this Agreement will commence on Execution Date and conclude upon the earliest of: (a) completion of Project construction, (b) the TA's final reimbursement to Sponsor for work performed hereunder, (c) termination by Sponsor or the TA pursuant to this Section 3, or (d) June 30, 2025.

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

and expenses incurred to effect such termination within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

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

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

**3.5 Time of Performance.** The Scope of Work must be completed no later than December 31, 2024.

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

## SECTION 4: Indemnification and Insurance

### 4.1 Indemnity by Sponsor.

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

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

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

This indemnification shall survive termination or expiration of the Agreement.

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

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

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

Insurance must include a Waiver of Subrogation in favor of the TA.

- ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less than \$5 (five) million. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
  - iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$5 (five) million. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
  - iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
  - v. Professional Liability Insurance. If deemed appropriate by Sponsor or an Entity in consideration of the work required for the Project, insurance should cover each Entity's and any Agent's professional work on the Project. The limit for Professional Liability Insurance in each appropriate contract and subcontract should not be less than \$1 (one) million.
  - vi. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If deemed appropriate by Sponsor or an Entity in consideration of the work required for the Project, insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 (one) million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.
  - vii. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 (two) million per occurrence and \$6 (six) million annual aggregate.
- b) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
  - c) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from

the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

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

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

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

## SECTION 5: Miscellaneous

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

To TA: San Mateo County Transportation Authority  
1250 San Carlos Avenue  
P.O. Box 3006  
San Carlos, CA 94070-1306  
Attn: Dora Seamans  
District/TA Secretary

To Sponsor: City of Half Moon Bay  
501 Main Street  
Half Moon Bay, CA 94019  
Attn: Maziar Bozorginia, PE, QSD/P  
City Engineer

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

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

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

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

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

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

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

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

this Agreement for its use in its general activities. This Section does not preclude additional shared ownership of work with other entities under contract with Sponsor for funding of the Project.

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

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

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

5.13 Counterparts. This Agreement may be executed in counterparts.

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

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

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

**City of Half Moon Bay**

By: \_\_\_\_\_  
Name: Bob Nisbet  
Its: City Manager

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the City of Half Moon Bay

**SAN MATEO COUNTY TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_

Name: Carter Mau

Its: Acting Executive Director

Attest:

\_\_\_\_\_  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the TA

**Exhibit A: Scope of Work Information**

**Exhibit B: Progress Reporting Template**

**Exhibit C: Definitions of Eligible Costs for Reimbursement**

**Exhibit D: Reimbursement Claim Form**

## EXHIBIT A: SCOPE OF WORK INFORMATION

### *Highway 1: Main Street to Kehoe Avenue Project Construction Phase*

**Sponsoring Agency:** City of Half Moon Bay

**Contact:** Maziar Bozorginia, City Engineer  
(650) 726-8251 (office) / (650) 924-2954 (cell)  
City of Half Moon Bay  
501 Main Street, Half Moon Bay, CA 94019

**Implementing Agency:** City of Half Moon Bay

**Contact:** Maziar Bozorginia, City Engineer  
(650) 726-8251 (office) / (650) 924-2954 (cell)  
City of Half Moon Bay  
501 Main Street, Half Moon Bay, CA 94019

#### **Overall Project Description:**

The Project is located on Highway 1 between Spindrift Way (postmile 30.0) at the northerly limit and North Main Street (postmile 29.1) at the southerly limit. The Project will construct a new traffic signal, protected left-turns, Class 1 multi-use path, and landscaped center median as illustrated on the below aerial photo.



## Original Measure A and New Measure A Funded Scope of Work:

1. Install a new traffic control signal at the intersection of Highway 1/Terrace Avenue, and interconnect and coordinate its operation with other nearby signals along Highway 1 to improve traffic flow. Appropriate phasing and associated signal heads to be provided to minimize queues and accommodate safe vehicular turning movements. Crosswalk markings and other enhancements to be provided to safely accommodate the crossings of pedestrians and cyclists.
2. In the northbound direction, extend the two through-lanes from Silver Avenue to approximately 600 feet north of Terrace Avenue, conforming to existing one lane at Grandview Boulevard.
3. In the southbound direction, provide a second lane from Grandview Boulevard with minor reconstruction between Terrace Avenue and North Main Street.
4. Belleville Boulevard will be right in right out "T" intersection (left-turn access to/from Belleville Boulevard will not be provided).
5. Close Grand Boulevard and connect it to the west frontage road to the new signalized intersection at Highway 1/Terrace Avenue, including modification to the existing multi-use path.
6. Incorporate drought tolerant landscaping in the raised median islands on Highway 1 within the project limits, and provide rain gardens where feasible for storm water runoff.
7. Construct Class I multi-use path along the east side of Highway 1 between North Main Street and Spindrift Way with retaining walls as necessary to avoid right-of-way acquisition. This path is intended to connect the three adjacent neighborhoods with schools, shopping centers, beaches, bus transit stops, and working farms.
8. Improve access, amenities, and visibility of the bus stops within the Project limits.

## Scope of Work Schedule:

|              | Begin | End   |
|--------------|-------|-------|
| Construction | 12/22 | 12/24 |

## Scope of Work Budget/ Source of Funding:

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

| Phase        | Original Measure A Funding | New Measure A Funding | Measure W Funding | Other Sources*        |             | Total        |
|--------------|----------------------------|-----------------------|-------------------|-----------------------|-------------|--------------|
|              |                            |                       |                   | List Fund Source      | Amount      |              |
| Construction | \$5,275,000                | \$3,200,000           |                   | City of Half Moon Bay | \$2,400,000 | \$10,875,000 |
| Total:       | \$5,275,000                | \$3,200,000           |                   | City of Half Moon Bay | \$2,400,000 | \$10,875,000 |

\* The other fund sources are provided for information purposes.

## Cash Flow Projection for Measure A Funds only

The cash flow projection is provided for informational purposes only.

| Phase/Activity            | FY23                           |                               |                               |                               | Subtotal<br>FY23 | FY24                           |                               |                               |                               | Subtotal<br>FY24 |
|---------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------|
|                           | 1st Quarter<br>(Jul 1-Sept 30) | 2nd Quarter<br>(Oct 1-Dec 31) | 3rd Quarter<br>(Jan 1-Mar 31) | 4th Quarter<br>(Apr 1-Jun 30) |                  | 1st Quarter<br>(Jul 1-Sept 30) | 2nd Quarter<br>(Oct 1-Dec 31) | 3rd Quarter<br>(Jan 1-Mar 31) | 4th Quarter<br>(Apr 1-Jun 30) |                  |
| Construction              | \$3,000,000                    |                               | \$3,000,000                   |                               | \$6,000,000      | \$2,475,000                    |                               |                               |                               | \$2,475,000      |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               |                               | \$0              |
| <b>Total</b>              | \$3,000,000                    | \$0                           | \$3,000,000                   | \$0                           | \$6,000,000      | \$2,475,000                    | \$0                           | \$0                           | \$0                           | \$2,475,000      |
| <b>Cumulative to Date</b> | \$3,000,000                    | \$3,000,000                   | \$6,000,000                   | \$6,000,000                   |                  | \$8,475,000                    | \$8,475,000                   | \$8,475,000                   | \$8,475,000                   |                  |
| Phase/Activity            | FY25                           |                               |                               |                               | Subtotal<br>FY25 | FY23                           | FY24                          | FY25                          | Subtotal<br>for<br>FY23-FY25  | Project<br>Total |
|                           | 1st Quarter<br>(Jul 1-Sept 30) | 2nd Quarter<br>(Oct 1-Dec 31) | 3rd Quarter<br>(Jan 1-Mar 31) | 4th Quarter<br>(Apr 1-Jun 30) |                  |                                |                               |                               |                               |                  |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$8,475,000      |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
|                           |                                |                               |                               |                               | \$0              |                                |                               |                               | \$0                           | \$0              |
| <b>Total</b>              | \$0                            | \$0                           | \$0                           | \$0                           | \$0              | \$0                            | \$0                           | \$0                           | \$0                           | \$8,475,000      |
| <b>Cumulative to Date</b> | \$8,475,000                    | \$8,475,000                   | \$8,475,000                   | \$8,475,000                   |                  | \$8,475,000                    | \$8,475,000                   | \$8,475,000                   |                               |                  |

**Operating Responsibility:** Caltrans

**Maintenance Responsibility:** Lighting, multi-use path and landscaped median by the City of Half Moon Bay. Roadway and signals by Caltrans.

**Scope of Work Implementation Responsibility:** City of Half Moon Bay

**Scope of Work Oversight Responsibility:** City of Half Moon Bay

## EXHIBIT B: PROGRESS REPORTING TEMPLATE

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

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

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

---

### 1) Scope:

[Describe Scope of Work here, specify Project limits, phases of Project. Identify the [Original Measure A and/or New Measure A and/or Measure W] funded components]

**Status Summary:** [Provide Status]

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

---

### 2) Schedule:

Major Milestones:

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

**Progress This Reporting Period:**

[Describe progress and activities]

**Original Measure A and New Measure A Funds Expended This Reporting Period: \$**

**Future Activities, Next Reporting Period:**

[Describe planned future activities]

**Projected Original Measure A and New Measure A Funds Expenditure Next Reporting Period: \$**

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

### 3) Scope of Work Total Budget:

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

### 4) Scope of Work Original Measure A and New Measure A Budget:

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

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

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

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

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

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

## **Exhibit C: Definitions of Eligible Costs for Reimbursement**

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

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

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

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

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

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

**Construction** – construction expenditures for the Project (construction capital, management and inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for review and written approval before the TA will reimburse the Sponsor with Measure A Funds or Measure W Funds.

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

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

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

### Exhibit D: Reimbursement Claim Form

| San Mateo County Measure A Funds    |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
|-------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------|-------------|-----------|-------------|-----------------------------|------------------------------|--------------------------------|
| SMCTA Project ID:                   |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| SMCTA Project Allocation:           |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Claim Date:                         |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Claim Number:                       |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Claim Period:                       |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Claim Amount:                       |           | \$0.00                                                                                                                                                                                                       |              |             |              |             |           |             |                             |                              |                                |
| Funding Source                      |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Consultant/Contractor/<br>Vendor    | Invoice # | Invoice Total                                                                                                                                                                                                | Fund Source1 | % of<br>Ttl | Fund Source2 | % of<br>Ttl | Measure A | % of<br>Ttl | Prior Total<br>Measure A \$ | Life to Date<br>Measure A \$ | Measure A<br>Budget<br>Balance |
|                                     |           |                                                                                                                                                                                                              |              | ####        |              | ####        |           | ####        |                             |                              |                                |
|                                     |           |                                                                                                                                                                                                              |              | ####        |              | ####        |           | ####        |                             |                              |                                |
|                                     |           |                                                                                                                                                                                                              |              | ####        |              | ####        |           | ####        |                             |                              |                                |
|                                     |           |                                                                                                                                                                                                              |              | ####        |              | ####        |           | ####        |                             |                              |                                |
| Total                               |           | -                                                                                                                                                                                                            | -            | ####        | -            | ####        | -         | ####        | \$ -                        | -                            | -                              |
|                                     |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
| Quarterly Progress Report included? |           | Y/N                                                                                                                                                                                                          |              |             |              |             |           |             |                             |                              |                                |
| Please issue check payable to:      |           | <div style="display: flex; justify-content: space-between;"> <span>Agency</span> <span>Contact person</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Address</span> </div> |              |             |              |             |           |             |                             |                              |                                |
|                                     |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |
|                                     |           |                                                                                                                                                                                                              |              |             |              |             |           |             |                             |                              |                                |

## BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

### AGENDA REPORT

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Karen Decker, Economic and Community Vitality Manager

**TITLE:** **ACCEPTANCE OF FUNDING FROM THE CHAN ZUCKERBERG INITIATIVE DONOR ADVISED FUND, AN ADVISED FUND OF SILICON VALLEY COMMUNITY FOUNDATION FOR COASTSIDE RECOVERY EFFORTS RELATED TO REGENERATIVE AGRICULTURE, FARMWORKER SUPPORT, AND DIGITAL INFRASTRUCTURE**

---

#### **RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to 1) accept grant funds by signing a grant agreement with Silicon Valley Community Foundation for Coastsides recovery efforts related to regenerative agriculture, farmworker support, and digital infrastructure in the amount of \$400,000; 2) negotiate and execute sub-grantee agreements with local nonprofit service providers not to exceed \$380,000 and 3) create the CZI Grant Fund (a special revenue fund) and make matching revenue and expenditure budget amendments in the amount of \$400,000.

#### **FISCAL IMPACT:**

The total grant amount is \$400,000 and covers a two-year period ending in July of 2024. As a donor advised fund grant, it is important that all grant funds be utilized for their designated purpose which necessitates the creation of a special fund. There is no net fiscal impact to the City.

#### **STRATEGIC ELEMENT:**

This recommendation supports the Fiscal Sustainability, Healthy Communities, and Inclusive Governance Elements of the Strategic Plan.

#### **BACKGROUND:**

The Coastsides Recovery Initiative (CRI) is an economic plan sponsored by the City of Half Moon Bay in partnership and collaboration with the Half Moon Bay Coastsides Chamber of Commerce and San Mateo County. It launched in 2021 with the purpose of providing immediate relief to individuals and businesses impacted by COVID and positioning the coastsides economy for long-term resiliency.

Guided by a diverse, multi-sector, 17-member Recovery Task Force, CRI produced a set of strategic recommendations detailed in a public report, *Building a More Equitable, Vibrant and Resilient Coastsides Economy*. Since the release of the report in March, implementation is underway including the procurement of funds to support various activities and recommendations.

Last October, City staff met with Chan Zuckerberg Initiative (CZI) staff to share CRI recommendations and discuss potential funding opportunities. CZI staff requested a second meeting after the CRI report was released to discuss funding needs in greater detail. Ultimately, two areas of interest were identified that aligned with CZI's strategic funding priorities. These two areas included a farmworker cooperative, Rancho San Benito, as part of a broader vision to build a regenerative agriculture movement on the Coastsides and digital navigators that could help low-income residents secure access to the internet and increase their digital skills. A compelling factor for CZI in its decision-making was the level of readiness among specific nonprofits who were well positioned to provide these services, including Rancho San Benito, Coastsides Hope and Puente de la Costa Sur.

Rancho San Benito (RSB) is a newly established nonprofit and first-of-its-kind farmworker cooperative designed to help farmworkers become entrepreneurs and establish their own land-based business. RSB aims to achieve this by providing land, supplies and equipment combined with education on organic and regenerative farming methods, farm operations and management. Participants will include low-income farmworkers who are already employed on Coastsides farms.

Coastsides Hope and Puente de la Costa Sur are long-standing nonprofit organizations with a proven track record providing safety net services to the community's low-income, immigrant and Spanish-speaking residents. Both organizations are part of the County's Core Service Agency network. According to the California Affordable Connectivity Program, which helps households afford internet and devices for needs like school, work and healthcare, the number of households eligible and that are enrolled in the Half Moon Bay and Pescadero areas are woefully low. The California Department of Technology recently released a broadband map and design recommendations for building out 8,700 miles of broadband infrastructure throughout California which includes the San Mateo County Coast. This effort will connect residents who are currently unable to get high-speed internet, including in rural, urban, and tribal communities. This is promising news for the Coastsides but developing this infrastructure will be a multi-year effort. In the meantime, digital navigator programs are gaining traction nationwide, and personalized supports for technology access as well as digital skills instruction are needed now.

#### **DISCUSSION:**

A funding agreement between the City and Chan Zuckerberg Initiative (through Silicon Valley Community Foundation) would allow the City to receive and administer funds from a significant philanthropic partner. This funding will enable collaboration and coordinated action across several CRI recommendations.

Funds would allow RSB to begin executing its mission and launch its first cohort. For example, funds would allow RSB to recruit and hire a critical farm manager position. This would be a bilingual (Spanish / English), bicultural position that will have primary responsibility for recruiting RSB participants and coordinating the necessary training and education activities in the areas of soil biology, elements of regenerative agriculture, key contributors to profit and loss in farming operations, the importance of marketing, organic farming, and certification.

The grant would also allow the City to fund local nonprofits to help people secure internet access and/or devices and start to use them for their goals – whether that is an online learning program to reskill, access services, apply for a job or support their children in schools. Additionally, staff believe that digital navigation efforts will be seen as part of an expanded set of adult education, workforce development and even safety net services – all of which are aligned with and supported by CRI recommendations. Preliminary conversations with adult education and workforce development providers in the region have affirmed this belief.

If approved, staff will finalize the agreement with Silicon Valley Community Foundation to receive the grant and negotiate and execute sub-grantee agreements with Coastside Hope, Puente de la Costa Sur, and Rancho San Benito.

**ATTACHMENT:**  
Resolution

## **RESOLUTION NO. C-2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY  
AUTHORIZING THE CITY MANAGER TO 1) ACCEPT GRANT FUNDS BY SIGNING A GRANT  
AGREEMENT WITH SILICON VALLEY COMMUNITY FOUNDATION FOR COASTSIDE RECOVERY  
EFFORTS RELATED TO REGENERATIVE AGRICULTURE, FARMWORKER SUPPORT, AND DIGITAL  
INFRASTRUCTURE IN THE AMOUNT OF \$400,000; 2) NEGOTIATE AND EXECUTE SUB-GRANTEE  
AGREEMENTS WITH LOCAL NONPROFIT SERVICE PROVIDERS NOT TO EXCEED \$380,000 AND  
3) CREATE THE CZI GRANT FUND (A SPECIAL REVENUE FUND)**

**WHEREAS**, the Coastside Recovery Initiative has gained momentum following the release of its public report in March 2022; and

**WHEREAS**, the report identified fifteen recommendations across four critical areas of need and opportunity with respect to COVID recovery and long-term economic resiliency; and

**WHEREAS**, on October 25, 2021 and June 16, 2022, City staff met with representatives of Chan Zuckerberg Initiative (CZI) to share Coastside Recovery Initiative recommendations and discuss potential funding opportunities; and

**WHEREAS**, CZI identified two areas of interest that aligned with CZI's strategic funding priorities and staff submitted a proposal on June 27, 2022 in response to that interest; and

**WHEREAS**, on August 22, 2022, Silicon Valley Community Foundation notified the City of a grant award through the CZI Donor Advised Fund in the amount of \$400,000 over a two-year period ending in July of 2024 to support Coastside recovery efforts related to regenerative agriculture, farmworker support, and digital infrastructure; and

**WHEREAS**, Silicon Valley Community Foundation and the City desire to enter into an agreement to establish the process, terms and conditions governing the allocation and expenditure of CZI Donor Advised funds for Coastside recovery efforts related to regenerative agriculture, farmworker support, and digital infrastructure; and

**WHEREAS**, the City desires to enter into sub-grantee agreements with local nonprofit service providers for services related to regenerative agriculture, farmworker support, and digital infrastructure in an amount not to exceed a total of \$380,000.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby authorizes the City Manager to:

1. Accept the grant funds and execute a funding agreement with Silicon Valley Community Foundation for Coastside recovery efforts related to regenerative agriculture, farmworker support, and digital infrastructure funds in the amount of \$400,000; and

2. Negotiate and execute sub-grantee agreements with local nonprofit service providers not to exceed \$380,000; and

3. Approve the creation of the CZI Grant fund (a special revenue fund). The objective of the fund is to account for the receipt of CZI Grant funds and all applicable expenditures.

4. Authorized the Administrative Services Director to make matching revenue and expenditure budget amendments in the amount of \$400,000.

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I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 6<sup>th</sup> day of September 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

\_\_\_\_\_  
Jessica Blair, City Clerk

\_\_\_\_\_  
Debbie Ruddock, Mayor

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **September 6, 2022**

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**TO:** Honorable Mayor and City Council  
**VIA:** Matthew Chidester, City Manager  
**FROM:** Jessica Blair, Communications Director / City Clerk  
**TITLE:** **AGENDA FORMAT REVIEW**

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**RECOMMENDATION:**

Review and discuss the format of City Council agendas.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**STRATEGIC ELEMENT:**

This action supports the Inclusive Governance element of the Strategic Plan.

**BACKGROUND:**

At the request of Mayor Ruddock, the City Council will review and discuss the format of City Council agendas.

**DISCUSSION:**

There is no discussion associated with this item