CITY COUNCIL AGENDA
REGULAR MEETING
CITY OF HALF MOON BAY

TUESDAY, AUGUST 15, 2023

HYBRID MEETING (SEE NEXT PAGE)
ADCOCK COMMUNITY CENTER
535 KELLY AVENUE
HALF MOON BAY, CA 94019

Deborah Penrose, Mayor
Joaquin Jimenez, Vice Mayor
Robert Brownstone, Councilmember
Harvey Rarback, Councilmember
Debbie Ruddock, 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. Comments on Consent Calendar items should be made during the Public Forum section of the agenda. Those wishing to speak on a Business or Public Hearing matter will be called forward at the appropriate time during that item's 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 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/

Wi-Fi: HMB Public
Password: Recreation1

HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. Public comments may be made in-person or remotely via Zoom, and interpretation will be available. All Councilmembers and staff will participate in person. 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. Please click to join the webinar: https://us06web.zoom.us/j/87674804231 or join by phone at 669-900-9128, using Webinar ID 876-7480-4231. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

ROLL CALL / PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PROCLAMATIONS AND PRESENTATIONS

MIDCOAST COMMUNITY COUNCIL UPDATE

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

DOWNTOWN STREETSCAPES PROJECT UPDATE
NATIONAL NIGHT OUT RECAP
FATS, OILS, GREASES, AND SAND ORDINANCE WORKSHOP ANNOUNCEMENT
PEDAL FOR A PURPOSE PROJECT LAUNCH ANNOUNCEMENT
880 STONE PINE HOUSING PROJECT MEETING ANNOUNCEMENT
SHORT-TERM RENTAL ORDINANCE UPDATE

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B RECEIPT OF LEGISLATIVE POSITION LETTERS

Staff Recommendation: Receive and file position letters for Assembly Bills 363 and 1567 and Thank You Letters to Assembly Member Berman and Senator Becker.

STAFF REPORT

ATTACHMENT 1

1.C WARRANTS FOR THE MONTH OF JULY 2023

Staff Recommendation: Accept the warrants list for the month of July 2023.

STAFF REPORT

ATTACHMENT 1

1.D TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023

Staff Recommendation: By motion, accept the Treasurer's Report for the quarter ending June 30, 2023.

STAFF REPORT

ATTACHMENT

1.E PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS FOR EMERGENCY REPAIRS OF SEYMOUR DITCH OUTFALL

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Nichols Consulting Engineers for emergency repairs of the Seymour Ditch outfall.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

ATTACHMENT 3

1.F CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FY 2023-24

Staff Recommendation: Adopt a resolution authorizing the Administrative Services Director to accept the State of California Citizen's Option for Public Safety Grant Funds for Fiscal Year 2023-24, in the amount of $100,000, and approve using those funds on projects, support, and equipment that meet the conditions of the grant.

STAFF REPORT

RESOLUTION

1.G PROFESSIONAL SERVICES AGREEMENT WITH WOOD CONSULTING SERVICES

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wood Consulting Services for economic and business development support with a not-to-exceed amount of $80,000 and for a term beginning September 1, 2023, through September 30, 2024.

STAFF REPORT

ATTACHMENT 1

ATTACHMENT 2

1.H CITY'S RESPONSE TO THE JUNE 12, 2023 GRAND JURY REPORT TITLED "ACCESSORY DWELLING UNITS: AFFORDABLE HOUSING'S PANACEA OR PREVARICATION?"

Staff Recommendation: By motion, authorize the Mayor to sign and submit a letter of response to the June 12, 2023 Grand Jury Report titled "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?", no later than September 11, 2023.

STAFF REPORT

ATTACHMENT 1

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A ANNUAL REPORT ON LAW ENFORCEMENT SERVICES AND ACTIVITIES

Staff Recommendation: By motion, accept FY 2022-23 Annual Report on Law Enforcement Services and Activities.

STAFF REPORT

ATTACHMENT 1

3.B FARMWORKER MEMORIAL AND REMEMBRANCE ADVISORY COMMITTEE

Staff Recommendation: Receive an update regarding the City Manager's plan to establish a Farmworker Memorial and Remembrance Advisory Committee to assist in the planning and development of a permanent farmworker memorial and remembrance ceremony to honor the victims of the January 23, 2023, mass shooting event and farmworkers in-general.

STAFF REPORT

ATTACHMENT 1

3.C CLIMATE ADAPTATION PLAN CONTRACT AWARD

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Integral Consulting, Inc to develop a Climate Adaptation Plan in an amount not to exceed $200,000.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

3.D UPDATE AND DISCUSSION OF CHAPTER 3.300 (MINIMUM WAGE) IN THE HALF MOON BAY MUNICIPAL CODE

Staff Recommendation: Receive an update and hold a discussion of the Chapter 3.300 (Minimum Wage) of the Half Moon Bay Municipal Code, the City's local minimum wage ordinance.

STAFF REPORT

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

CITY COUNCIL REPORTS

ADJOURNMENT

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **RECEIPT OF LEGISLATIVE POSITION LETTERS**

RECOMMENDATION:
Receive and file position letters for Assembly Bills 363 and 1567 and Thank You Letters to Assembly Member Berman and Senator Becker.

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 2023 Legislative Platform was adopted by the City Council on April 4, 2023. The platform provides staff direction and allows the City staff, 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 sends action alerts for bills affecting municipalities. Staff reviews those alerts as well and takes 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 includes them in a City Council agenda packet for viewing by the Council and the community.

ATTACHMENTS:
AB 363 Support Letter, AB 1567 Support Letter, and Berman / Becker Thank You Letters

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THE CITY OF
HALF MOON BAY
CALIFORNIA

July 11, 2023

The Honorable Rebecca Bauer-Kahan
California State Assembly
1021 O Street, Suite 6320
Sacramento, CA 95814

Re: AB 363 (Bauer-Kahan) Pesticides: neonicotinoids for nonagricultural use: reevaluation: control measures
City of Half Moon Bay – Letter of Support

Dear Assembly Member Bauer-Kahan:

On behalf of the City of Half Moon Bay, I write to express my support for your bill, AB 363, which requires, on or before July 1, 2024, the Department of Pesticide Regulation (DPR) to issue a determination, taking into account the latest science, with respect to a reevaluation of neonicotinoids when used in nonagricultural settings and by July 1, 2026, adopt control measures for those uses that are necessary to protect pollinating insects, aquatic ecosystems, and human health.

As you know, the City of Half Moon Bay has a significant amount of agriculture-centered land and agricultural workers, many of which are exposed to pesticides on a daily basis. While we have seen steps to regulate pesticides and neonicotinoids in commercial fields, there has been little movement on non-agricultural uses, and you have noted. It is our utmost priority to ensure the health and safety of the people, animals, and plants in our community, and this bill will take the necessary steps to get us there, while following in the footsteps of the European Union, Maine, New Jersey, and several other states that have already banned or restricted these pesticides for non-agricultural uses.

Thank you for your work on this important policy topic, and I am pleased to support AB 363.

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Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

Cc: Assembly Member Marc Berman
Senator Josh Becker

DocuSign Envelope ID: 97F6B4A3-1548-48C7-AC71-1ADFD9F65791

THE CITY OF
HALF MOON BAY
CALIFORNIA

August 2, 2023

The Honorable Eduardo Garcia
California State Assembly
1021 O Street, Suite 8120
Sacramento, CA 95814

Re: AB 1567 (Garcia) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024 (As Amended 5.26.2023)
City of Half Moon Bay – Letter of Support

Dear Assembly Member Garcia,

On behalf of the City of Half Moon Bay, I write in support of your bill, AB 1567, which will place a $15.995 Billion climate resilience general obligation bond before the voters on the March 5, 2024, Primary Election ballot.

The California Fourth Climate Change Assessment found that the costs to adapt to the impacts of climate change will be incredibly high. Specifically, the report found it could soon cost Californians $200 million a year in increased energy bills to keep homes air conditioned; $3 billion from the effects of a long drought on agriculture; and, $18 billion to replace buildings inundated by rising seas. It also underscored the loss of life from heat waves, which could add more than 11,000 heat-related deaths a year by 2050 in California and carry an estimated $50 billion annual price tag. Investing in GHG emissions reductions and climate resiliency are critical to protecting public health and the environment for current and future Californians.

With current and future budget deficits, climate change funding is needed now more than ever. California potentially faces multi-billion-dollar deficits over the next several fiscal years. Regardless, the impacts of climate change on our state and our communities requires us to act quickly and boldly and make investments accordingly. California needs to protect itself against future climate disasters and rebuild our workforce. AB 1567 will help California prepare for future climate change effects and natural disasters.

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In your bill, there are many proposed allocations that we feel could benefit our community. Some of the projects in Half Moon Bay that could potentially benefit from the funding include:

Climate Adaptation Projects in Half Moon Bay

- Seymour Ditch Improvements
- Coastal Trail Relocation and erosion mitigation (Poplar to Kelly)
- Roosevelt/Pullman flood prevention

Other pots

- Pilarcitos creek (extensive trash/encampment removal in sensitive habitat)
- Electricity distribution improvements (power frequently goes out for extended periods of time due to wind/rain and winter weather)
- Energy storage projects
- Water storage and conveyance improvements

Lastly, I would urge you to either include in the bill language, or to urge the respective agencies and departments that would be in charge of formulating grant programs, to provide some flexibility in how cities/other applicants can demonstrate that projects serve disadvantaged communities. Many times, grant funding is very limited by metrics identified in CalEnviroScreen, Healthy Places Index, or Census data, which really does a disservice to the underserved communities in Half Moon Bay. Our city has a hard time qualifying for funding for projects serving our disadvantaged communities just because they are close in proximity to high income neighborhoods.

For example, Moonridge farmworker housing in Half Moon Bay, at the Census Block level, has a household median income of ~$34,000/household/year median income and across the street we have the Ocean Colony neighborhood with ~$200,000/household/year median income at the block level. Many funding applications look at the census tract level or the average of all the blocks included. Because of this, projects that could benefit Moonridge are not eligible for funding due to proximity to Ocean Colony. With that in mind, we would again respectfully urge you to consider these factors when negotiating the final aspects of this bond bill.

Thank you again for your leadership on this critically important issue, and the City of Half Moon Bay is pleased to support AB 1567.

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

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Cc: Assembly Member Marc Berman
Senator Josh Becker

DocuSign Envelope ID: 84B17896-B83B-41A1-984B-37BF0AEB8796

THE CITY OF
HALF MOON BAY
CALIFORNIA

July 26, 2023

The Honorable Marc Berman
California State Assembly
1021 O Street, Suite 8130
Sacramento, CA 95814

Re: Thank You from the City of Half Moon Bay – 2023 State Budget

Dear Assembly Member Berman:

On behalf of the City of Half Moon Bay, I write to express my gratitude for your incredible leadership and to thank you for your work to secure $1,250,000 for the City of Half Moon Bay: Coastside Farmworker Housing Development.

Your fight to help secure funding for this important community asset is beyond commendable, and we could not ask for a better Assembly Champion in Sacramento!

As you know, the Half Moon Bay City Council has made affordable housing a top priority for the last six years, including the adoption of a housing friendly Land Use Plan, policies to govern the use of Affordable Housing Funds, and renter protections for our most vulnerable residents. This funding will help us deliver on some of our top priority affordable housing developments, in an effort to make the coast and our community affordable to all.

We look forward to celebrating you and this funding later this year when the Legislature departs Sacramento for interim recess.

Thank you again for your continued leadership and partnership!

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

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THE CITY OF
HALF MOON BAY
CALIFORNIA

July 26, 2023

The Honorable Josh Becker
California State Senate
1021 O Street, Suite 7250
Sacramento, CA 95814

Re: Thank You from the City of Half Moon Bay – 2023 State Budget

Dear Senator Becker:

On behalf of the City of Half Moon Bay, I write to express my gratitude for your incredible leadership and to thank you for your work to secure $2,000,000 for the planning and development of affordable housing in Half Moon Bay.

Your fight to help secure funding for this important community asset is beyond commendable, and we could not ask for a better Senate Champion in Sacramento!

As you know, the Half Moon Bay City Council has made affordable housing a top priority for the last six years, including the adoption of a housing friendly Land Use Plan, policies to govern the use of Affordable Housing Funds, and renter protections for our most vulnerable residents. This funding will help us deliver on some of our top priority affordable housing developments, in an effort to make the coast and our community affordable to all.

We look forward to celebrating you and this funding later this year when the Legislature departs Sacramento for interim recess.

Thank you again for your continued leadership and partnership!

Sincerely,

Deborah Penrose

Deborah Penrose
Mayor of Half Moon Bay

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of**:** **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

From: Lisa Lopez Rossi, Administrative Services Director

TITLE: **WARRANTS FOR THE MONTH OF JULY 2023**

RECOMMENDATION:
Accept the warrants list for the month of July 2023.

STRATEGIC ELEMENT:
This recommendation supports the Fiscal Sustainability and Inclusive Governance Element.

DISCUSSION:
During this month, the City processed 7 check runs. The table below outlines each check run and their individual totals:

Check Run Date	Amount
July 04	45,567
July 06	118,831
July 12	880,512
July 18	13,706
July 19	173,183
July 20	397,632
July 26	269,340
TOTAL	**1,898,771**

The City processed payments related to 14 capital improvement projects, in a total amount of $442,242. Pavement Management / Traffic Program, Highway 1 Safety - North, Parks Master Plan Implementation, Carter Park, Eastside Parallel Trail Expansion, LCP Implementation Project, Urban Forest Management Program, Green Infrastructure And Storm, Corporate Yard Improvements, Smith Field Site Assessment, Mac Dutra, Kehoe/Pilarcitos Outfall Repair, Downtown Street Can Replacement, and the Manhole Rehab Program.

Staff is also including a list of all payments above $30,000 processed during this reporting period, as listed in the table below.

OVER $30,000				
Check #	**Payee**	**Check Date**	**Amount**	**Description**
53074	PLAN JPA	7/12/2023	$ 413,022	FY 23/24 GENERAL LIABILITY ANNUAL CONTRIBUTION
53129	SEWER AUTHORITY MID-COASTSIDE	7/20/2023	$ 397,632	JULY OPERATIONS AND MAINTENANCE
53057	DRYCO CONSTRUCTION	7/12/2023	$ 239,336	JUNE STREET MAINTENANCE PROJECT
53062	H & R PLUMBING AND DRAIN CLEANING INC.	7/12/2023	$ 61,350	MAY SEWER MANHOLE REHABILITATION PROJECT
53157	RANCHO SAN BENITO INC	7/26/2023	$ 51,300	CRI REGENERATIVE ARGICULTURE
53208	WELLS FARGO	7/4/2023	$ 45,567	BUSINESS CREDIT CARD PAYMENT FOR CITY-WIDE SMALL EXPENDITURES
53091	C/CAG	7/19/2023	$ 41,560	FY 23/24 GAS TAX ASSESSMENT
53145	FREYER & LAURETA INC.	7/26/2023	$ 31,798	JULY WAVECREST WATER MAIN PROJECT
53144	EL CENTRO DE LIBERTAD	7/26/2023	$ 31,685	JUNE CARES PROGRAM

ATTACHMENTS:
Check Disbursement List by Check Date

Report Criteria:
Report type: Summary
Check.Type = "Calculated"

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
51036	137	PG&E	07/26/2023	18,817.92	MAINTENANCE YARD OFFICE
52968	4270	4LEAF INC.	07/06/2023	21,890.28	JUN'23, ON-CALL SERVICES
52969	4449	A2Z PRODUCTIONS	07/06/2023	1,500.00	MUSICAL PERFORMANCE
52970	5606	ANA DORIA-QUESADA	07/06/2023	168.00	WOODLES
52971	18	ANDREINI BROTHERS INC.	07/06/2023	210.46	MAINT SERVICE
52972	2407	ARAMARK	07/06/2023	320.12	MAINT SERVICE
52973	481	BIG CREEK LUMBER	07/06/2023	43.72	MAINT SUPPLIES
52974	3165	C.C.O.I. GATE & FENCE	07/06/2023	235.49	MAINT SUPPLIES
52975	5607	CLAUDIA JARAMILLO	07/06/2023	500.00	DEPOSIT REFUND
52976	4597	COLLEEN GRANAHAN	07/06/2023	200.00	JULY GIFT CARDS
52977	5318	COLUMN SOFTWARE, PBC	07/06/2023	3,778.50	OTHER NOTICE
52978	3082	COMCAST	07/06/2023	180.62	JULY'23,CABLE SVCS
52979	5349	GATES AND ASSOCIATES	07/06/2023	4,041.00	MAY'23, FRENCHMANS CREEK PARK PHASE 2
52980	4633	GRANICUS	07/06/2023	1,490.33	GRANICUS SERVICE
52981	3515	HARVEY RARBACK	07/06/2023	646.93	SMC CHAMBER SEMINAR
52982	2444	HOME DEPOT CREDIT SERVICES	07/06/2023	1,314.22	MAINT SUPPLIES
52983	5600	JOSUE APARICIO	07/06/2023	500.00	DEPOSIT REFUND
52984	5588	JOVITA GARDUNO	07/06/2023	500.00	DEPOIST REFUND
52985	5218	LEADERSHIP COUNCIL SAN MATEO COUNTY	07/06/2023	2,800.00	EMERGING LEADERSHIP PROGRAM TUTION
52986	1206	MARK THOMAS & CO. INC.	07/06/2023	3,706.50	MAY'23, FY22/23 SEWER SYSTEM MAINTENANCE SERVICES
52987	5605	MARYIA KAPUSTINA	07/06/2023	230.00	CLASS REFUND
52988	457	ODP BUSINESS SOLUTIONS, LLC	07/06/2023	74.90	OFFICE SUPPLIES
52989	4472	ON POINT LANGUAGE SOLUTIONS LLC	07/06/2023	1,780.80	TRANSLATION SERVICES
52990	3479	PARKEON INC	07/06/2023	56.00	MAINT SERVICE
52991	3956	PENINSULA MUNICIPAL ENGINEERING INC.	07/06/2023	20,564.00	JUN'23,CHANGE ORDER 3, PROJECT MANAGEMENT SERVICES
52992	3328	PET WASTE ELIMINATOR	07/06/2023	853.13	MAINT SUPPLIES
52993	3951	PUBLIC PARKING ASSOCIATES INC	07/06/2023	220.00	MAINT SERVICE
52994	5020	QUADIENT LEASING USA, INC.	07/06/2023	493.65	LEASE PAYMENT
52995	5604	RACHEL ROSS-GIVNER	07/06/2023	200.00	CLASS REGISTRATION REFUND
52996	3930	RINCON CONSULTANTS INC.	07/06/2023	5,899.88	JUN'23, '23, 6TH CYCLE HOUSING ELEMENT
52997	5403	ROBERT HALF	07/06/2023	2,497.98	TEMP EMPLOYEE S.Vivika /WEEK ENDING 06/23/23
52998	2385	RON CARDOZA	07/06/2023	4,020.00	MAINT SERVICE
52999	5572	SCOTT MENARY CONSTRUCTION	07/06/2023	4,900.00	ted adcock cc damage
53000	3519	SWCA INCORPORATED	07/06/2023	11,721.16	JUN'23, CARTER PARK IMPROVEMENTS PROJECT
53001	3955	TOWNSEND PUBLIC AFFAIRS	07/06/2023	5,000.00	TOWNSEND PUBLIC AFFAIRS
53002	3701	V. W. HOUSEN & ASSOCIATES INC.	07/06/2023	16,293.00	JUN'23, FY22/23 WASTEWATER COLLECTION SYSTEM ENGINE
53043	4211	ABUNDANT GRACE COASTSIDE WORKER	07/12/2023	2,190.00	JUN'23, FY22/23 COASTAL CLEAN UP

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
53044	3332	AMERICAN PORTABLES	07/12/2023	5,762.31	JUN'23,FY22/23 PORTABLE RESTROOMS
53045	2407	ARAMARK	07/12/2023	320.12	MAINT SERVICE
53046	444	ASSOCIATION OF BAY AREA GOVERNMENTS	07/12/2023	460.00	FY'23-24, LEVELIZED CHARGE NAT GAS
53047	4300	AT&T	07/12/2023	875.04	PHONE SERVICE
53048	4115	BIG BELLY SOLAR INC	07/12/2023	5,000.00	KEEP THE COASTSIDE CLEAN
53049	5168	BLEYLE ELEVATOR, INC	07/12/2023	190.00	MAINT SERVICE
53050	5222	BOUCHER LAW	07/12/2023	852.00	JUN'23, CLASSIFICATION & COMPENSATION STUDY
53051	5223	CAPITAL ONE TRADE CREDIT	07/12/2023	2,737.48	MAINT SUPPLIES
53052	4193	CASELLE INC.	07/12/2023	3,695.00	CONTRACT SUPPORT & MAINTENANCE
53053	1925	CITY OF BURLINGAME	07/12/2023	9,845.80	APRIL'23 BID
53054	51	COASTSIDE COUNTY WATER DISTRICT	07/12/2023	8,682.89	MEDIAN STRIP
53055	197	COASTSIDE PRINTERS	07/12/2023	864.06	NO PARKING SIGNS
53056	5318	COLUMN SOFTWARE, PBC	07/12/2023	330.00	PDP-18-026
53057	5576	DRYCO CONSTRUCTION	07/12/2023	239,336.35	JUN'23, 2023 STREET MAINTENANCE PROJECT
53058	2456	EAGLE PRINT DYNAMICS	07/12/2023	591.37	OFFICE SUPPLIES
53059	4338	ELECTRIC MD	07/12/2023	2,320.00	DUTRA PLAZA BATHRROMS
53060	3446	FLYERS ENERGY, LLC	07/12/2023	1,489.33	VEHICLE FUEL
53061	3782	GRIFFIN STRUCTURES INC.	07/12/2023	6,184.08	JUN'23, CARTER PARK RENOVATION PROJECT
53062	4381	H & R PLUMBING AND DRAIN CLEANING INC.	07/12/2023	61,350.00	MAY'23, 2023 Sewer Manhole Rehabilitation Project
53063	89	HALF MOON BAY COASTSIDE CHAMBER OF COM	07/12/2023	8,878.00	JAN OOC BID
53064	1853	HDL SOFTWARE LLC	07/12/2023	2,775.85	TOT AND BUSINESS LICENSE MANAGEMENT
53065	89	HMB COASTSIDE CHAMBER OF COMMERCE	07/12/2023	11,509.00	APR OOC BID
53066	3429	HUE & CRY INC	07/12/2023	221.77	SECURITY SERVICE
53067	4267	IMPEC GROUP INC.	07/12/2023	17,356.00	JUN'23, FY22/23 JANITORIAL SERVICES
53068	5541	INFINITY TECHNOLOGIES	07/12/2023	14,124.25	JUN'23,FY 22-23 INFORMATOIN TECHNOLOGY NETWORKING A
53069	291	LAURIE BECKER	07/12/2023	451.50	INSTURCTOR PAYMENT
53070	4293	LOCKWORKS UNLIMINTED INC	07/12/2023	570.00	MAINT SERVICE
53071	4028	LORAL LANDSCAPING INC.	07/12/2023	4,000.00	JULY'23, FY 23-24 MEDIAN MATINENANCE
53072	4642	MARIK ENTERPRISES, LLC	07/12/2023	130.00	PRE-EMPLOYMENT REPORT
53073	2997	NICHOLS CONSULTING ENGINEERS CHTD	07/12/2023	16,587.33	MAY'23, POPLAR BLUFF & SEYMOUR OUTFALL EROSION ASSE
53074	4339	PLAN JPA	07/12/2023	413,022.00	FY23/24 GENERAL LIABILITY MEMBER CONTRIBUTIONS
53075	5020	QUADIENT LEASING USA, INC.	07/12/2023	657.79	LEASE PAYMENT
53076	5403	ROBERT HALF	07/12/2023	1,057.98	TEMP EMPLOYEE W.Ngo/WEEK ENDING 06/30/2023
53077	3757	SCHAAF & WHEELER	07/12/2023	24,292.08	APR'30, PILARCITOS AVENUE/KEHOE WATERCOURSE OUTFAL
53078	4603	SOL ECOLOGY INC	07/12/2023	929.25	PDP-22-020
53079	3717	STERICYCLE SPECIALTY WASTE SOLUTIONS INC	07/12/2023	191.36	MAINT SERVICE
53080	5301	SUBURBAN PROPANE LP	07/12/2023	802.37	PROPANE
53081	3519	SWCA INCORPORATED	07/12/2023	8,527.00	JUNE'23, PACIFIC COAST VIKEWAY PROJECT
53082	4429	WESTERN EXTERMINATOR COMPANY	07/12/2023	1,352.65	JUN'23,FY22/23 EXTERMINATOR SERVICES
53084	137	PG&E	07/18/2023	13,705.74	MAY ELECTRIC/GAS CHARGES
53085	4270	4LEAF INC.	07/19/2023	19,796.63	JUN'23, ON-CALL SERVICES

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
53086	5612	ALEX P. HOEGH-LUCERO	07/19/2023	1,000.00	CONCERTS IN THE PARK
53087	3332	AMERICAN PORTABLES	07/19/2023	1,021.69	FEB'23, FY23/24 PORTABLE RESTROOMS
53088	2407	ARAMARK	07/19/2023	320.12	MAINT SERVICE
53089	4300	AT&T MOBILITY	07/19/2023	694.19	PHONE SERVICE
53090	4115	BIG BELLY SOLAR INC	07/19/2023	283.92	JULY '23, SMART TRASH RECEPTACLES
53091	677	C/CAG	07/19/2023	41,560.00	FY23/24 GAS TAX ASSESSMENT ELIGIBLE FUNDING
53092	1826	CA DEPT OF JUSTICE	07/19/2023	32.00	FINGERPRINT APPS
53093	3979	CARAHSOFT TECHNOLOGY CORPORATION	07/19/2023	12,137.95	JUL'12, FY 23/24 Docusign Licenses
53094	4069	CHALLENGER SPORTS CORP	07/19/2023	1,939.00	SOCCER CAMP
53095	977	CITY OF FOSTER CITY	07/19/2023	3,975.00	FY23/24 CALOPPS ANNUAL FEE
53096	1261	COUNTY MANAGER'S OFFICE	07/19/2023	16,322.00	FY22/23 ANIMAL CARE SHELTER CONSTRUCTION COSTS
53097	5615	DAVID SEATON	07/19/2023	100.00	SOCCER CAMP
53098	220	DIVISION OF ADMINISTRATIVE SERVICES	07/19/2023	1,659.05	SMIP Q2 FY22/23 RESORT FEE
53099	220	DIVISION OF ADMINISTRATIVE SERVICES	07/19/2023	1,796.98	SMIP Q3 FY 22/23 RESORT FEE
53100	220	DIVISON OF ADMINSTRATIVE SERVICES	07/19/2023	499.55	SMIP Q1 FY22/23 RESORT FEE
53101	5610	DON CARUTH	07/19/2023	1,300.00	CONCERTS IN THE PARK
53102	5619	EYMI UCAN	07/19/2023	600.00	DEPOIST REFUND
53103	321	FOLGER GRAPHICS INC.	07/19/2023	3,529.04	MAIN STREET POSTCARDS
53104	5618	GLADIS GARCIA	07/19/2023	500.00	DEPOSIT REFUND
53105	70	GRAINGER INC.	07/19/2023	53.98	MAINT SUPPLIES
53106	5614	GREEN HALO SYSTEMS INC	07/19/2023	5,716.00	WASTE TRACKING SERVICES
53107	4319	GUADALUPE LOPEZ	07/19/2023	500.00	DEPOIST REFUND
53108	76	HALF MOON BAY BUILDING & GARDEN	07/19/2023	59.06	MAINT SUPPLIES
53109	5616	KARLI ZARCONE	07/19/2023	350.00	SOCCE CAMP FOR TENNYSON ZARCONE
53110	2699	KONICA MINOLTA BUSINESS SOLUTIONS	07/19/2023	696.81	JUL'23, FY23-24 MAINTENANCE
53111	5617	LUIS FLORES	07/19/2023	500.00	DEPOSIT REFUND
53112	5331	MAKE IT MAIN STREET	07/19/2023	15,000.00	2023 MAKE IT MAIN STREET EVENT
53113	5611	MATT JAFFE MUSIC	07/19/2023	650.00	CONCERTS IN THE PARK
53114	5563	MEREDITH LOSCHKE	07/19/2023	112.00	YOGA INSRUCTOR
53115	3250	M-GROUP	07/19/2023	11,585.00	JUN'23, NEW PO REQUEST FOR M-GROUP
53116	3934	MITEL	07/19/2023	2,956.86	SHERIFF SUBSTATION PHONE SERVICE
53117	3711	NBS GOVERNMENT FINANCE GROUP	07/19/2023	787.50	CONSULTING SVCS FOR A COST ALLOCATION PLAN AND MAST
53118	3641	NEIGHBORHOOD RADIO	07/19/2023	210.00	ADVERTISING SERVICE
53119	5621	NICOLE KENYON	07/19/2023	230.00	SOCCER CAMP
53120	457	ODP BUSINESS SOLUTIONS, LLC	07/19/2023	20.77	OFFICE SUPPLIES
53121	4566	PACIFIC COAST TRANE	07/19/2023	1,535.00	APR'22, LIBRARY BUILDING MANAGEMENT SYSTEMS SUPPOR
53122	3359	PACIFICA COMMUNITY TELEVISION	07/19/2023	15,100.00	FY22/23 Q4 RECORDING SERVICE
53123	137	PG&E	07/19/2023	4,396.51	MARCH ELECTRIC / GAS
53124	5620	RACHEL CATUIZA	07/19/2023	100.00	SOCCE CAMP
53125	252	RICE TRUCKING-SOIL FARM INC.	07/19/2023	2.19	MAINT SUPPLIES
53126	5403	ROBERT HALF	07/19/2023	3,040.00	TEMP EMPLOYEE W.Ngo/WEEK ENDING 07/07/2023

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
53127	129	SERVICE PRESS INC.	07/19/2023	64.38	OFFICE SUPPLIES
53128	5609	TREVOR BRIDGE	07/19/2023	450.00	CONCERTS IN THE PARK
53129	159	SEWER AUTHORITY MID-COASTSIDE	07/20/2023	397,631.91	JUL,23 FY 23-24 COLLECTIONS
53130	5555	ALISON HAAZER	07/26/2023	2,100.00	COOKING CAMP WEEK 1
53131	5451	ART BY JUL	07/26/2023	749.16	MURAL
53132	266	BAGG ENGINEERS	07/26/2023	5,100.00	JUN'23, GEOTECHNICAL INSPECTION SERVICES FOR CORP YA
53133	5549	BLACK & VEATCH CORPORATION	07/26/2023	9,457.50	JUL'23, NPDES STORMWATER SERVICES
53134	32	CA DEPT OF TRANSPORTATION	07/26/2023	2,714.54	SIGNALS & LIGHTING
53135	3090	CALIFORNIA BUILDING STANDARDS COMMISSION	07/26/2023	323.10	BSASRF Q4 FY22/23 RETAINER
53136	5372	CARTWRIGHT DESIGN STUDIO	07/26/2023	990.00	CRI IMPACT REPORT TEMPLATE
53137	3976	CIRCLEPOINT	07/26/2023	2,222.00	JULY'23, CHANGE ORDER 6, COMPLETE HYATT HOTEL ENVIRO
53138	3975	COLANTUONO HIGHSMITH WHATLEY PC	07/26/2023	2,071.00	LEGAL SERVICES -SAM
53139	4597	COLLEEN GRANAHAN	07/26/2023	200.00	MIMS PRIZES
53140	4209	COMMUNITY PLANNING COLLABORATIVE	07/26/2023	3,787.50	JUN'23, AFFORDABLE HOUSING PROGRAM ASSISTANCE
53141	5613	CONCERN	07/26/2023	3,675.00	FLAT ANNUAL RATE FOR EARP SERVICES
53142	3643	CORODATA RECORDS MANAGEMENT INC	07/26/2023	322.79	RECORDS MANAGEMENT
53143	220	DIVISION OF ADMIN SERVICES/ACCOUNTING	07/26/2023	979.40	SMIP Q4 FY22/23 RESORT FEE
53144	3673	EL CENTRO DE LIBERTAD	07/26/2023	31,685.35	JUN'23, CARES PROGRAM
53145	3127	FREYER & LAURETA INC.	07/26/2023	31,797.50	JUL'23, FRENCHMAN'S CREEK PARK PHASE 2
53146	2564	HALF MOON BAY GRADING & PAVING INC.	07/26/2023	1,223.85	MESSAGE BOARD REPAIR
53147	5444	JOYA CUNHA	07/26/2023	2,000.00	AUG'23,TEMPORARY CONSTRUCTION EASEMENT
53148	1283	KATHY OLER	07/26/2023	2,226.67	AUG' 23, TEMPORARY CITY PARKING LOT RENTAL
53149	103	KIKUCHI & ASSOC.	07/26/2023	1,805.00	JUN'23,DESIGN AND CDP FOR MAGNOLIA PARK
53150	4110	LISA POPE	07/26/2023	531.25	MEETING MINUTES
53151	1206	MARK THOMAS & CO. INC.	07/26/2023	8,225.52	MAY'25, CHANGE ORDER 2,HWY 1 N SAFETY & OP IMPROVEM
53152	3250	M-GROUP	07/26/2023	1,597.50	JUL'23, NEW PO REQUEST FOR M-GROUP
53153	3641	NEIGHBORHOOD RADIO	07/26/2023	55.00	ADVERTISING SERVICE
53154	457	ODP BUSINESS SOLUTIONS, LLC	07/26/2023	64.12	SUPPLIES
53155	3479	PARKEON INC	07/26/2023	137.90	MAINT SERVICE
53156	137	PG&E	07/26/2023	9,512.58	JUNE ELECTRICITY/GAS CHARGES
53157	5524	RANCHO SAN BENITO INC	07/26/2023	51,300.00	CRI Regenerative Argiculture
53158	252	RICE TRUCKING-SOIL FARM INC.	07/26/2023	530.47	MAINT SUPPLIES
53159	5403	ROBERT HALF	07/26/2023	1,952.05	TEMP EMPLOYEE LABATE/WEEK ENDING 07/18/2023
53160	3922	SCOTT MCVICKER	07/26/2023	3,360.00	AUG'23, FY 23/24 ANNEX RENT
53161	4455	STARCREEK LAND STEWARDS INC.	07/26/2023	27,231.00	JUL'23, 2023 Vegetation Management
53162	1352	SWRCB	07/26/2023	652.00	ANNUAL WATER PERMIT FEE
53163	3834	WATERWAYS CONSULTING INC	07/26/2023	7,867.64	ON-CALL GEMORPHOLOGY SERVICES
53164	3871	WEST COAST ARBORISTS INC	07/26/2023	8,560.00	JUN'23, FY22/23 TREE MAINTENANCE
53165	5608	ZONES IT SOLUTIONS INC.	07/26/2023	1,096.94	JUL'23, FY 23-24 MICROSOFT LICENSING
53166	137	PG&E	07/26/2023	18,817.92	MAINTENANCE YARD OFFICE
53167	5626	EMPIRE AGENCY	07/26/2023	3,600.00	SUMMER END

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
53208	3923	WELLS FARGO	07/04/2023	45,567.01	RECONCILING CREDITS
Grand Totals:					
161				1,898,770.69	

Report Criteria:
Report type: Summary
Check.Type = "Calculated"

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director
Kenneth Stiles, Finance Manager

TITLE: **TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023**

RECOMMENDATION:
By motion, accept the Treasurer's Report for the quarter ending June 30, 2023.

FISCAL IMPACT:
There is no fiscal impact with the acceptance of this report.

STRATEGIC ELEMENT:
This recommendation supports the Fiscal Sustainability and Inclusive Governance Elements of the Strategic Plan.

BACKGROUND:
In accordance with Government Code Section 53600 et seq., the City's Treasurer is to provide the City Council with a report on investments on a quarterly basis. As shown in the Treasurer's Report (Attachment 1), the City's investments are in external investment pools listed at cost, as well as its fair value, not amortized cost, in compliance with Governmental Accounting Standard. The City's investment practices strictly follow Government Code Section 53600 et seq., the City's investment policy, and a prudent person's rule.

DISCUSSION:
The City's cash and investment portfolio, at fair market value, as of June 30, 2023 is $50 million of which $38.9 million is placed with the San Mateo County Treasurer's Investment Pool and $7.8 million is placed with the State Controller's Local Agency Investment Fund (LAIF), and $3.3 million in operating accounts with Wells Fargo Bank. The average weighted yield for the City's cash and investments are 2.88 % for the quarter.

ATTACHMENT:
Treasurer's Report for the quarter ending June 30, 2023

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City of Half Moon Bay
Treasurer's Report
June 30, 2023

1. Cash and investments were comprised of the following instruments as of June 30, 2023, shown with the carrying amount, fair value, and corresponding yields on investment and interest earnings:

	City Treasury	Fiscal Agents	Carrying Amount	Fair Value	Quarterly Yield	Quarterly Interest Earnings	FYTD Interest Earnings
Petty Cash	321	-	321	321		-	-
Wells Fargo Bank:							
Checking	3,247,866	-	3,247,866	3,247,866		-	-
Payroll	109,235	-	109,235	109,235		-	-
California State Treasurer:							
LAIF - General Fund	7,900,061	-	7,900,061	7,780,205	3.01%	52,889	120,141
San Mateo County Treasurer							
SMC Pool - General Fund	40,089,738	-	40,089,738	38,947,180	3.10%	244,377	538,434
TOTAL CASH AND INVESTMENTS	**51,347,221**	**-**	**51,347,221**	**50,084,807**		**297,266**	**658,575**

*Fair Value (GASB 31) includes investment returns which are not yet realized and at amortized costs. Information is obtained from individual institutions' portfolio statements.

2. Investment maturities:

The City limits market risk by limiting the types and maturities of its investments and by not borrowing against those investments.

Investment maturities may not exceed five years with the exception of investments as specified in bond debt covenants. Investment yield is ranked after safety and liquidity in making investment decisions.

Investments at June 30, 2023 mature as follows:

	City Treasury	Fiscal Agents	Total
Available immediately	51,347,221	-	51,347,221
Maturities less than one year	-	-	-
Maturities of one to five years	-	-	-
Greater than five years	-	-	-
Total	51,347,221	-	51,347,221

3. Investments Sectors, as a percentage of total portfolio and also with investment performance comparisons:

Investment sectors as a % of total portfolio	
Demand Deposits and Money Market	6.54%
Local Agency Investment Fund	15.39%
San Mateo Co. Investment Pool	78.08%
Fiscal Agent	0
	100.00%

Investment performance comparisons

Date	Total	Yield	Interest
6/30/2021	44,805,149	0.78%	440,553
6/30/2022	47,977,763	0.98%	375,815
6/30/2023	50,084,807	2.88%	658,575

I certify that this reports all Government Agency pooled investments and is in conformity with the investment policy of the City of Half Moon Bay as stated in resolution number C-2019-107 dated December 17th, 2019. A copy of this Resolution is available at the office of the City Clerk and on the cities website http://www.hmbcity.com. The Investment Program provides sufficient cash flow liquidity to meet the estimated expenditures of the next six months, as required by Code Section 53646.

Kenneth Stiles — 8/8/2023

Finance Manager — Date

Lisa Lopez — 8/8/2023

Administrative Services Director — Date

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CITY OF HALF MOON BAY
CASH AND INVESTMENTS REPORT
FOR QUARTER ENDING 06/30/2023

GENERAL FUND	**14,713,178.63**
RESTRICTED FUNDS	
STORM DRAIN OPERATING FUND	358,152.54
TRAFFIC MITIGATION FUND	4,437,442.16
LIBRARY	16,404.50
MAIN STREET BRIDGE	54,933.95
GAS TAX	1,701,341.76
STREET AND ROAD FUND	2,757,112.72
MEASURE A FUND	1,500,368.88
PARK FACILITY DEVELOPMENT	1,699,185.59
AFFORDABLE HOUSING	2,205,736.07
PUBLIC FACILITIES	2,214,213.14
POLICE SPECIAL REVENUE	883,459.15
JOB-BOND PROCEED FD	0.96
MEASURE W FUND	638,983.89
LOT ACQUISITION/DEVELOPMENT	1,482,918.51
CZI GRANTS	282,715.62
OCC GRANT	650,000.00
JOB - DEBT SERVICE FD	6,385.90
GEN FD CAPITAL PROJECTS	2,644,160.45
DRAINAGE FUND	1,198,892.77
LIBRARY CAPITAL	449,395.28
GENERAL LONG TERM DEBT	-
SEWER FUNDS	5,263,482.73
VEHICLE REPLACEMENT	199,791.12
FURN/FIXT & EQUIP FUND	773,190.96
RISK MANAGEMENT	3,739,919.81
RETIREMENT STABILIZATION	1,475,853.53
TOTAL RESTRICTED FUNDS	**36,634,041.99**
GENERAL LEDGER (BOOK) TOTAL	**51,347,220.62**
BANK BALANCES ON 06/30/2023	
WELLS FARGO GENERAL CHECKING	3,921,213
WELLS FARGO PAYROLL CHECKING	109,824
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,900,061
SAN MATEO COUNTY INVESTMENT POOL	40,089,738
Add: PETTY CASH ACCOUNTS	320.97
RECONCILING ITEMS	(1,118.10)
Less: OUTSTANDING CHECKS	(681,005.60)
Plus: DEPOSITS IN TRANSIT	8,187.64
Plus: VOID CHECKS	-
BANK RECONCILIATION TOTAL	**51,347,220.62**

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Denice Hutten, Associate Engineer

TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS FOR EMERGENCY REPAIRS OF SEYMOUR WATERCOURSE OUTFALL**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Nichols Consulting Engineers for emergency repairs of the Seymour Watercourse outfall in the amount of $124,800.

FISCAL IMPACT:
Although this is an emergency repair, there is sufficient funding in the adopted FY 2023-24 budget for this contract award from Capital Improvement Fund 152, Seymour Watercourse Erosion and Coastal Stabilization Project CIP (0608). This emergency repair is on the City's disaster recovery list with FEMA and staff continues to work to seek reimbursement for all storm related costs that have been absorbed to date.

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

BACKGROUND:
The Seymour Watercourse (watercourse) is a man-made drainage feature located directly west of current terminus of Seymour Street and approximately 1,000 feet south of the Poplar Beach parking lot. The watercourse was excavated in the 1960s to re-direct drainage away from the original Seymour watercourse which was being used as a landfill (San Mateo County Landfill). The watercourse drains stormwater to the Pacific Ocean from open space and agricultural uplands and other developed lands in the southern Arleta Park Subdivision. The watercourse has been eroding for many years and is particularly vulnerable to erosion during high volume storm events such as the major 2022/23 Winter Storms that saw record rainfall throughout the State.

In 2017, the City, in collaboration with Nichols Consulting Engineers, conducted emergency repairs at the Seymour Watercourse under the State Water Resources Control Board Regional General Plan Permit 5, "Repair and Protection Activities in Emergency Situations," (SWRCB ID: 809955; USACE 2017-00374S). The emergency repair was necessary due to significant channel, headcut and gully erosion caused by high stormwater volumes and velocities during the 2016/17 winter season. Repairs constructed under the 2017 emergency permit were considered temporary with a design service life of about four to five years; a condition of the 2017 emergency permit was that the City should monitor the emergency repairs and, at the same time, pursue a more permanent solution to stabilize erosion at the Watercourse.

With regard to developing a permanent erosion stabilization at the Seymour Watercourse, the City has, from 2017 to present, been engaged with stakeholders affected by the watercourse erosion--including adjacent landowners and upper watershed landowners such as Peninsula Open Space Trust, Coastside Land Trust and the County of San Mateo, as well as government and non-government agencies such as the Army Corps of Engineers and the Resource Defense Council--in an effort to develop stakeholder partnerships and co-applicants for grants to fund a permanent solution to stabilize the Seymour Watercourse. Although there are a number of engineered solutions such as armoring and installing a piped network to address the issues of high flows, permitting agencies and stakeholders were not receptive to those options and called for a "softer" approach such as upstream stormwater retention and wetland rehabilitation. While all parties are receptive to the softer approaches, the City has not been successful in procuring outside funding to date.

Between December 31, 2022, and March 25, 2023, Half Moon Bay experienced periods of heavy rainfall, flooding, and bluff erosion citywide caused by several atmospheric river events. On January 1, 2022, the Director of Emergency Services (Half Moon Bay City Manager) proclaimed a Local Emergency related to the Severe Storm Events / Local Flooding which was ratified by the City Council by resolution on January 4, 2023. This December/January event was included in the Presidential Disaster Proclamation which has opened the door to requesting federal assistance for repairs.

DISCUSSION:

In February 2023, the City hired Nichols Consulting Engineers to provide an assessment of the erosion damage at the watercourse from the 2022/23 winter storm events. NCE provided an observations letter (Attachment 2) noting significantly accelerated erosion at the Seymour Watercourse in the form of channel incision, resuscitated and rapidly migrating channel headcut, destabilized banks in the upper channel and new toppling of block failures in the vertical walls of the lower channel. The NCE observation letter recommends, and City staff concurs, that erosion stabilization measures should be implemented during the 2023 construction season in order to protect nearby infrastructure from additional damage in the upcoming 2023/24 wet-weather season. Infrastructure immediately threatened by advancing Seymour Watercourse erosion includes the California Coastal Trail, the Seymour Pedestrian Bridge, and the San Mateo County Landfill.

At the request of City staff, NCE has provided a proposed scope of work and fee schedule (Attachment 3) to deliver plans, specifications, cost estimates (PS&E) and environmental permitting support for an emergency outfall stabilization project to be completed this construction season. The permitting is a significant amount of work to obtain necessary approvals from the Army Corps of Engineers, State Water Resource Control Board, Department of Fish and Wildlife and the California Coastal Commission. The proposed cost for delivery of the PS&E and permitting support is $124,800. The emergency design will include moderate grading and installation of rock stabilization at the resuscitated watercourse headcut as well as reinstallation of check dams along the watercourse channel. NCE is considered a sole-source consultant for this project with extensive experience with the site since 2016.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Professional Services agreement with Nichols Consulting Engineers for engineering design services and environmental permitting support for the Emergency Repairs at the Seymour Watercourse Outfall.

City Staff continues to search and apply for grants that might help fund the larger watershed project, which includes upland stormwater retention, clean removal of the old landfill and engineering solutions for the watercourse itself. Staff will continue to hold discussions with affected landowners and stakeholders to seek regional funding. A CIP Project for design and construction of a permanent erosion stabilization solution at the Seymour Watercourse had been scheduled to start in FY 2023-24 but may be pushed out as this emergency outfall repair is completed pending funding opportunities.

ATTACHMENTS:

1. Resolution
2. NCE Seymour Watercourse Erosion Observations and Recommendations, June 1, 2023
3. NCE Proposed Scope of Work and Fee Schedule

RESOLUTION NO. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS IN THE AMOUNT OF $124,800 FOR ENGINEERING DESIGN SERVICES AND ENVIRONMENTAL PERMITTING SUPPORT FOR THE EMERGENCY REPAIRS FOR THE SEYMOUR WATERCOURSE OUTFALL

WHEREAS, between December 31, 2022, and March 25, 2023, Half Moon Bay experienced periods of heavy rainfall, flooding, and bluff erosion citywide caused by several atmospheric river events; and

WHEREAS, On January 1, 2022, the Director of Emergency Services (Half Moon Bay City Manager) proclaimed a Local Emergency related to the Severe Storm Events / Local Flooding which was ratified by the City Council by resolution on January 4, 2023; and

WHEREAS, in February 2023 the City solicited Nichols Consulting Engineers (NCE) to assess, document, and provide recommendations regarding erosion damage at the Seymour Watercourse (Watercourse) caused by the atmospheric river storm events; and

WHEREAS, in April 2023 NCE conducted a field assessment of conditions at the Seymour Watercourse, and presented findings of significantly accelerated erosion in the form of channel incision, resuscitated channel headcut, destabilized banks in the upper channel and new toppling of block failures in the vertical walls of the lower channel; and

WHEREAS, NCE and City Staff recommend that the Seymour watercourse erosion damage should be stabilized prior to next year's storm events in an effort to prevent erosion damage to near-by infrastructure including the California Coastal Trail, the Seymour Pedestrian Bridge, and the San Mateo County landfill; and

WHEREAS, at City request, NCE has provided a fee schedule and scope of services to prepare plans, specifications, cost estimates and emergency environmental permitting for the Seymour Watercourse Outfall Emergency Repair in the amount of $124,800 and City staff finds said scope and fees to be reasonable and adequate for the Project; and

WHEREAS, NCE is a reputable engineering company pre-qualified by the City pursuant to a Request for Qualifications in August 2015 and with sole-source knowledge and experience regarding conditions at the Seymour Watercourse due to extensive past experience; and

WHEREAS, City staff recommends City Council authorize the City Manager to execute a Professional Services Agreement with NCE for engineering design services and environmental permitting support for the Seymour Watercourse Outfall Emergency Repair.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Professional Services Agreement with Nichols Consulting Engineers in the amount of $124,800 for engineering design services and environmental permitting support for the emergency repairs for the Seymour Watercourse Outfall.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 15th day of August 2023 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 Deborah Penrose, Mayor

NCE Project No. 561.14.55

June 1, 2023

City of Half Moon Bay
Department of Public Works
501 Main Street
Half Moon Bay, CA 94019

RE: 2023 Seymour Ditch Storm Damage Preliminary Observations and Recommendations Letter Report

Introduction

On April 27, 2023 NCE conducted a site visit to collect preliminary storm damage field observations at Seymour Ditch (Ditch). The storm damage resulted from precipitation events and runoff during the 2022/2023 winter season. NCE reviewed a variety of existing photos, data, and reports to supplement our field observations. This letter report summarizes our field observations and provides preliminary recommendations for addressing storm damage at the Ditch.

Project Site and Background

The Ditch is a drainage feature located directly west of Seymour Street and approximately 1,000 feet south of the Poplar Street parking lot in the City of Half Moon Bay (City) **(Figure 1)**. The Ditch was excavated in the 1960s to drain agricultural uplands and other developed lands. Stormwater runoff from residential areas is conveyed to the Ditch through a series of culverts or other man-made ditches in the agricultural uplands. The Ditch is actively eroding, and in 2018 the City implemented an emergency project to stabilize a prominent headcut, treat localized bank erosion, impede channel downcutting, and protect the toe of the vertical walls in the lower channel in an effort to protect local infrastructure, including the California Coastal Trail (Coastal Trail), a pedestrian bridge, and the adjacent San Mateo County (County) landfill. These protection measures were effective for several years, but the unusually heavy precipitation associated with the many atmospheric rivers striking the region during the winter of 2022/2023 significantly accelerated Ditch erosion, resuscitated the channel headcut, destabilized banks in the upper channel, and created new toppling or block failures in the vertical walls of the lower channel.

Because the resuscitated headcut moved significantly during the winter of 2022/2023, the City has initiated an investigation of the Ditch in order to characterize new erosion and bluff/channel recession and identify appropriate measures to stabilize the site and to avoid impacting the Coastal Trail, pedestrian bridge, and County's landfill. On April 27, 2023, NCE conducted a site visit to collect preliminary field observations of current conditions and storm damage.



Figure 1. Project Vicinity Map from 2018 Seymour Ditch Final Field Investigation Report

Existing Information

NCE reviewed the following information to supplement our site visit and observations of Seymour Ditch:

- Photos taken by the City in January, February, March, April, and May 2023.
- NCE Seymour Ditch – Preliminary Field Observations Memorandum dated January 27, 2017.
- Seymour Ditch Slide Deck for presentation to City Council dated March 7, 2017.
- NCE Seymour Ditch – Design Concepts for Temporary and Permanent Stabilization Measures dated June 14, 2017.
- Seymour Ditch Design Concepts Slide Deck for presentation to City Council dated June 20, 2017.
- NCE Final Field Investigation Report Seymour Ditch Emergency Stabilization Project dated July 31, 2018.

The documents noted above contain detailed information about erosion features and causes, drainage patterns including local hydrology and hydraulic factors, geotechnical conditions and soils, natural resources and special status species, and watershed conditions. Much of this information remains current and will be useful in responding to the storm damage generated during the winter of 2022/2023.

Methods

Field observations were collected as part of a pedestrian survey conducted by 3 NCE team members. NCE team members walked both banks of the Ditch, collected photos, and measured basic distances using a field tape measure. NCE team members also walked the centerline of the channel (channel was dry with no flow) above and below the headcut to assess soils, physical characteristics, and condition.

2023 Storm Damage Observations

Storm damage resulting from the 2022/2023 winter season included mass wasting in the form of toppling and/or block failures, a channel headcut, and bank instability. The western portion of the Ditch (lower channel) is characterized by tall vertical walls that transition into the bluff face. The walls have poorly consolidated granular soils in the lower portions that are susceptible to erosion from flowing water. The high flows in the Ditch, along with discharge from a storm drain pipe on the north wall eroded and undercut the toe of the slope, creating cavities and causing significant block failures, particularly on the north wall **(Figure 2)**. Both the north and south walls show evidence of toe erosion and toppling **(Figure 3)**. The continued movement of the bluff wall to the north threatens the California Coastal Trail, the County landfill, and a scenic overlook **(Figure 4)**.

As shown in **Figures 5 and 6**, a significant headcut has been resuscitated in the channel approximately 200' upstream from the block failure noted above. This headcut was identified and treated in 2018 through an emergency project implemented by the City, but the heavy flows during the 2022/2023 winter season compromised the emergency stabilization, and the headcut moved approximately 20 feet upstream (to the east) and widened its footprint significantly. Continued movement will impact the footings of the pedestrian bridge approximately 100 feet upstream.

The banks of the Ditch have been compromised in several locations upstream of the headcut. High, fast flows created erosion and destabilized tree roots, and in some locations resulted in trees and their associated root masses collapsing into the channel **(Figure 7)**. This will lead to continued and more severe erosion, which may impact adjacent infrastructure including the Coastal Trail, singletrack recreation trails, and the pedestrian bridge.

The January 27, 2017 Seymour Ditch – Preliminary Field Observation Memorandum **(Attachment A)** noted that "Surface flows in the channel are the primary vector for both the headcut and down cutting," and NCE observed similar causes of erosion during our site visit. Surface flows and discharge from the storm drainpipe associated with the landfill also cause erosion in the lower channel.



Figure 2. Erosion on North Wall in Lower Channel and Landfill Outfall



Figure 3. Erosion on South Wall in Lower Channel



Figure 4. Scenic Overlook on North Wall Lower Channel



Figure 5. New Headcut in Seymour Ditch



Figure 6. Headcut with Flows Post Storm Event



Figure 7. Bank Erosion Upper Channel

Recommendations

Based on NCE's site visit, field observations, and review of available information, the City should consider implementing temporary stabilization measures at the locations of the active headcut and bank instability during the 2023 construction season. It will be important to have these temporary improvements in place prior to the start of the next winter season, when erosion-forming flows return to the Ditch. Options for temporary stabilization include those presented in the January 27, 2017 Seymour Ditch – Preliminary Field Observation Memorandum **(Attachment A)** and the June 14, 2017 Seymour Ditch – Design Concepts for Temporary and Permanent Stabilization Measures **(Attachment B)**. Additional options may be available and appropriate, and could be evaluated as part of a temporary design process.

It is also recommended that the City engage with local, state, and federal partners to identify a permanent solution for the broader drainage, erosion, and infrastructure issues in the area.

Prepared by:



Jason Drew CPESC, CPSWQ
Principal Scientist



Franz Haidinger PE
Chief Engineer

NCE

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Attachments:

A - January 27, 2017 Seymour Ditch – Preliminary Field Observation Memorandum

B - June 14, 2017 Seymour Ditch – Design Concepts for Temporary and Permanent Stabilization Measures

Attachment A

January 27, 2017 Seymour Ditch – Preliminary Field Observation Memorandum

MEMORANDUM

Date:	January 27, 2017 Project Number:
To:	Brian Lee P.E. Project Manager - City of Half Moon Bay
From:	Jason Drew CPECS - Project Manager and Ryan Shafer P.E. - Principal
Subject:	Seymour Ditch – Preliminary Field Observations

On January 22, 2017 NCE conducted a preliminary field investigation of Seymour Ditch and its contributing drainage area to assess erosion features, factors causing the erosion and to field verify the Seymour Ditch drainage area and patterns. The preliminary field observations were conducted during an ongoing precipitation event within an unusually wet January with above average rainfall. Precipitation totals from the rain gage located at the Montara Water and Sanitary District's Water Treatment Facility show that 1.12 inches of rain fell on January 22, 2017 (http://www.balancehydrologics.com/mwsd/). Flows were present in the channel but flow rates were not available or estimated.

Existing information and data

NCE obtained and reviewed the following information prior to visiting the site and performing the preliminary field observations.

- March 8, 2016 Planning Commission Staff Report for the Seymour Bridge Replacement Project
- January 12, 2007 and January 17, 2017 videos and photos captured by City Staff of the site
- May 18, 2016 Seymour Pedestrian Bridge design plans
- Historic photos of the County landfill site provided by City Staff on January 17, 2017
- County landfill site map provided by City staff on January 20, 2017

Erosion types

There are three types of erosion occurring at the site including bluff erosion, a channel head cut and channel down cutting. Bluff erosion, predominantly from ongoing coastal wave and tidal action, is occurring throughout the region and is likely to accelerate with sea level rise. Although active at the western edge of the project area, bluff erosion currently does not appear to significantly influence erosion within the Seymour Ditch channel. As shown in **Photo 1A**, a significant head cut has formed at the location of the former Coastal Trail pedestrian bridge (abutments still visible). The head cut is active and evidence of active bed and bank erosion was identified by NCE staff while on site. The feature was formally dominated by a large vertical drop (approximately 25-30 feet in height) at this location (**Photo 1B**). It appears that over time the underlying soils were eroded and a large portion of the bed and banks sloughed creating the cascade feature which was evident when NCE performed our field observations. Finally, the Seymour Ditch channel is actively down cutting throughout its length (**Photo 2**). The temporal relationship of this down cutting is unknown. What is clear is the channel has down cut through the fat clay dominated

A horizon in the western half of the channel and is very close to the bottom of the A horizon in the eastern half of the channel. A more thorough soils analysis will need to be conducted prior to developing any erosion control solutions for the site.

NCE made additional general observations while on site:

- The A horizon or clay soil material (approximately 3.5-4.5 feet in depth) is very expansive (that is it tends to shrink and swell with changes in moisture content) and its cohesive nature and it stiffer consistency affords it a greater ability to resist erosion
- Once flow in the ditch works through the clay the underlying unconsolidated granular soils are highly erodible
- The only vegetation associated with the main ditch are trees (predominately Cypress)
- The root system of trees on both the left and right banks has assisted in holding the bed and bank together
- Channel down cutting has lowered the channel grade below the top root systems and many of the trees are being undermined and collapsing into the channel

Erosion causes

Surface flows in the channel are the primary vector for both the head cut and down cutting. What is not well understood, at this time, are the flow characteristics in the channel and their relationship with localized erosion features. A key question which needs to be answered prior to selecting stabilization measures is "what are the channel forming or erosion causing flows in Seymour Ditch?" Has most of the erosion in Seymour Ditch occurred during large high energy storm events? Or during small, frequent storm events and base flow? Or both? The answer to these questions will drive the appropriate long term stabilization approach. As mentioned above, tidal/wave action and surface runoff do not appear to be significantly connected at this location, so the energy associated with storm surges and high tide are not substantially influencing the head cut or channel down cutting.

Drainage

Surface flows associated with the ditch and in the contributing drainage area appear to have been significantly altered over the past 40 years with landfill grading and filling of drainage features as well as land development with new streets and homes. As a result the ditch likely receives more flow then historical drainage regimes. The current contributing drainage area is large at 577 acres and includes agricultural fields, residential development, local roads and Highway 1 (**Figure 1**). The northern portion of the drainage area is dominated by residential development with residential runoff delivered to the ditch from the end of both Seymour Street and Magnolia Street (**Photos 3 and 4**) where the southern portion is dominated by agricultural fields. There are two wetland/stormwater basin features at the west end of Seymour Street (Photo 5). The size, purpose and treatment capacities of these features is unknown at this time. NCE is currently in the process of obtaining flow and velocity information from the Storm Drain Master Plan for the Seymour Ditch.

Preliminary considerations and recommendations

Based on review of readily available information and preliminary field observations, NCE considered both temporary erosion control measures and permanent stabilization of the site. NCE's general observation and overall recommendation is for the City to focus efforts and resources on a permanent solution to the existing drainage and erosion issues rather than expand resources on identifying and deploying temporary erosion control measures that could be compromised by further erosion and/or deterioration of the head cut and steep bluffs. The site should be monitored closely for the remainder of this raining season in case site conditions change or erosion at the head cut significantly accelerates. The City should also take the necessary safety precautions to keep trail users away from active erosion areas and slopes with appropriate barricades and/or fencing. We make this recommendation understanding the site is actively eroding and concerns exist about the potential for the erosion to impact local infrastructure. Based on NCE's preliminary field observations we concur the site is actively eroding but there does not appear to be an immediate threat to any existing infrastructure or the County's historic landfill site. Also an important consideration is the disturbance associated with the construction of any temporary measures given the saturated conditions at the site and likely precipitation events in February, March and April. For discussion purposes the following are temporary stabilization measures preliminarily considered by NCE:

- Placing a temporary headwall in the channel and then constructing surface piping to convey flows to the elevation of the beach
- Keying in a geotextile or visqueen type product at the upper end of the channel for surface protection and running the product all the way to the elevation of the beach
- Diverting flows away from the ditch to a new discharge locations (new discharge locations would have to be identified)

All three options are viable but have significant limitations, constraints, costs and construction considerations associated with them. One of the most important is the amount of disturbance and earth moving activity required to construct each improvement. NCE's concern is performing this disturbance during the raining season has the potential to exacerbate erosion. For these reasons and the current site conditions, NCE does not recommend the City move forward with deploying temporary erosion control measures at this time.

With this said, NCE recommends the City expeditiously initiate development of permanent solutions to facilitate construction prior to the start of the raining season in late 2017. The timing of these permanent solutions is critical to prevent further erosion and deterioration of the ditch and protect local infrastructure including the landfill and recently moved bridge. Permanent solutions discussed with City staff on January 24, 2017 include stabilizing the head cut with structural controls like rip rap, gabions or bioengineered designs; addressing channel down cutting by revegetating or armoring the channel; placing the entire system in a storm drain and capturing and routing flows to the elevation of the beach; or diverting surface flows away from the channel permanently and constructing new stabilized outfalls at appropriate locations. NCE recommends the City perform a more formal review of existing conditions and alternatives evaluation process for the site in order to identify the most cost effective permanent solution.



Photo 1A



Photo 1B



Photo 2



Photo 3



Photo 4



Photo 5



LEGEND

= APPROXIMATE FLOWLINE / DITCH
= APPROXIMATE STORMWATER IMPOUND AREA
= CULVERT
= SCHEMATIC STORMWATER SOURCE FROM FIELD AREAS

NOTE

IT SHOULD BE NOTED THAT DURING OUR SITE VISIT ON JANUARY 22, 2017, FIELD AREAS IN THE VICINITY OF SEYMOUR DITCH WERE SATURATED WITH SURFACE STORMWATER.

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Feild Map of Observed Stormwater Sources
SEYMOUR DITCH EROSION CONTROL
HALF MOON BAY, CA

FIGURE 1

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
J.B.	561.05.55		01-26-2017	

File: P:\Active Projects\Half Moon Bay – 561\561.05.55 – Seymour Ditch Erosion Control\CAD\Exhibits\1. Field Map\Half Moon Bay Field Map_v2.dwg | Layout: Figure 1 | Printed: Jan 27, 2017 @ 4:56pm | ID.SP.20.0x (LMS Tech)

Attachment B

June 14, 2017 Seymour Ditch – Design Concepts for Temporary and Permanent Stabilization Measures

MEMORANDUM

Date:	June 14, 2017	Project Number:	561.05.55
To:	City of Half Moon Bay – Brian Lee P.E. Project Manager & Denice Hutten P.E. Interim City Engineer		
From:	Jason Drew CPESC CPSWQ - Project Manager and Franz Haidinger P.E. – Associate Engineer		
Subject:	Seymour Ditch – Design Concepts for Temporary and Permanent Stabilization Measures		

Seymour Ditch (Ditch) is a drainage feature located directly west of Seymour Street and approximately 1000 feet south of the Poplar Street parking lot. The Ditch has been actively eroding for years and the heavy precipitation associated with the winter of 2016/2017 significantly accelerated the erosion. This is particularly concerning to the City of Half Moon Bay (City) as a growing head cut is now encroaching towards the new Seymour Pedestrian bridge, which crosses the Ditch. The City constructed the new bridge 135 feet to the east of its former site in 2016 in an attempt to protect the trail and bridge from the head cut and other erosion in the Ditch. Due to the significant movement of the head cut this past winter, the City has initiated an investigation of the Ditch with the goal of identifying appropriate measures to stabilize the site and protect the Coastside Trail and Seymour Pedestrian bridge.

On January 22, 2017 NCE conducted an emergency site visit to document preliminary field observations of flow and erosion. On January 27th, 2017 NCE provided to the City a Preliminary Field Observation Memo which noted existing erosion types at the site, causes of the erosion, summary of site drainage and preliminary considerations and recommendations.

As a result of the January 27, 2017 memo the City has asked NCE to initiate, in parallel, two important tasks. First, conduct a more comprehensive site investigation and second to develop conceptual approaches for temporary and or permanent stabilization measures (temporary being 3-5 years) for consideration by the City. The purpose of this memorandum is to address the latter task by presenting two temporary and three permanent stabilization concepts, associated cost estimates and benefits and drawbacks of each measure. This information will allow the City to:

1. Make a determination of whether to pursue temporary followed by permanent stabilization or simply move directly forward with permanent stabilization
2. Determine the preferred temporary and or permanent stabilization options
3. Understand the magnitude of order costs associated with each option

Existing information and data

NCE obtained and reviewed the following information in support of developing the stabilization concept options presented below.

- March 8, 2016 Planning Commission Staff Report for the Seymour Bridge Replacement Project
- January 12, 2007 and January 17, 2017 videos and photos captured by City Staff of the site
- May 18, 2016 Seymour Pedestrian Bridge design plans
- Historic photos of the County landfill site provided by City Staff on January 17, 2017
- County landfill site map provided by City staff on January 20, 2017
- February 2016 Seymour Bridge Half Moon Bay Coastal Trail Topographic Survey
- April 2017 Topographic Survey of the Seymour Ditch area
- 2016 Half Moon Bay Storm Drain Master Plan
- HEC-RAS model developed as part of the 2016 Half Moon Bay Storm Drain Master Plan
- Seymour Bridge Replacement Project Biological Resources Report dated December 7, 2015

Temporary Stabilization Measures

Temporary stabilization measures are being considered due to the size and scale of erosion which occurred during the winter of 2016/2017, including the 40 foot easterly lateral movement of the head cut. The City is concerned that a permanent stabilization project will require multiple years to plan, design, permit and construct and this may threaten the new section of trail and bridge. The intent of the two temporary options described below is to deploy immediate stabilization measures to only the highest risk areas of the Ditch. The goal is to deploy stabilization measures that are small enough in scale (minimal to no grading) that they can be permitted under emergency procedures and protect existing infrastructure for 3-5 years during which time the City can complete design, permitting and construction of a permanent solution which will require permitting through a variety of agencies.

Option T1 – This option **(Figure T1)** focuses on slowing velocities above the existing head cut with regularly spaced check dams and then conveying flows past the head cut area down to an elevation of the channel where the bed is more stable in a surface pipe. This will require filling a portion of the area at and immediately below the existing head cut with rock fill to an elevation suitable to support an approximately 48” pipe. A temporary headwall will be constructed of rock gabions or similar material at the upstream end of the pipe to provide a stable capture of flows. A flared end section surrounded by rock will be constructed at the downstream end for energy dissipation.

Benefits/Advantages

- Addresses highest risk areas prior to the 2017/2018 rainy season
- Provides stable flow path through head cut area
- Minimizes risk of surface flows further eroding the bed of the channel near the head cut and toe of banks in the “canyon”
- Provides City control over where flows are collected, how they are conveyed and where they are discharged

Drawbacks/Limitations

- Higher cost than Option T2
- Requires regular inspections and maintenance to ensure headwall is clear and pipe capacity is maintained
- Aesthetic considerations – Surface pipe will be visible from beach, Coastside Trail and bridge
- Improvements may need to be removed to accommodate permanent stabilization measures
- Will require heavy construction equipment to place pipe and rock.

Option T2 – This option focuses on slowing velocities above the existing head cut with regularly spaced check dams and then conveying flows through the head cut area down to an elevation of the channel where the bed is more stable in a rock channel. The option requires the filling of the area at and immediately below the existing head cut with rock fill. Cobbles and gravel will be used to grout the rock fill into the existing channel and bank material. A swale feature will be constructed in the middle of the rock fill to act as the primary flow channel and direct flows away from the channel banks to the extent feasible.

Benefits/Advantages

- Fills and stabilizes area at and below the head cut
- Maintains surface flows which is desirable from an aesthetic perspective
- Lower cost than Option T1

Drawbacks/Limitations

- Obtaining a quality seal with the gravel grout at the head cut will be difficult and there is potential the head cut will reestablish
- Less control of surface flows over and through the fill. Flows exceeding the middle swale will likely find way through rock and cobble to the toe of the channel banks potentially leading to new erosion
- Requires more rock fill than Option T1
- Will require heavy construction equipment to place rock

Permanent Stabilization Measures

Three permanent stabilization measure options are presented below. The three options take very different approaches to addressing the variety of erosion and drainage issues associated with the Ditch. The City should consider erosion control, drainage, aesthetic, property ownership, cost and regulatory considerations when evaluating each of the Options.

Option P1 – The focus of Option P1 is to divert and or detain flows in an effort to reduce the size of erosion forming flows reaching the Ditch. This will also likely reduce the scale of necessary stabilization measures deployed in the Ditch. Flows coming from the ditch draining Highway 1 and Wavecrest Road will be captured in a new detention basin just north of the Wavecrest ball fields and then routed in a new drainage channel to a new discharge point at the beach on Coastside Land Trust property (directly south of Seymour Ditch). Separately flows from Seymour Street, Magnolia Street and the contributing residential area, roads and highway will be captured in a detention facility constructed at the east end of the Ditch. Stabilization measures in the Ditch will include filling of the area at and immediately below the existing head cut with rock fill. Cobbles and gravel will be used to grout the rock fill into the existing channel and bank material. Additional rock will be used to protect the toe of the side slopes in the lower "canyon" portion of the channel. The channel above the head cut will be regraded, filled 12-18" and the bed and banks will be stabilized through planting of native vegetation.

Benefits/Advantages

- Mimics more natural historic surface flow patterns
- Minimizes volume and flow of runoff reaching the Ditch thus reducing the risk of erosion
- Flow dispersion and detention will allow stabilization measures in the Ditch to be downsized (e.g. smaller rock and less of it)
- Potential to improve water quality
- Flow reduction and smaller stabilization measures likely preferred by Coastal Commission and Regional Water Quality Control Board

Drawbacks/Limitations

- Increases the construction disturbance footprint
- Requires significant excavation and off haul
- Requires constructing improvements on property not owned by the City and not currently a part of the Seymour Ditch drainage system
- New or expanded easements or land acquisition will be required
- Increases the number of facilities to maintain

Option P2 – Under this option the entire Ditch will be replaced by a storm drain system. A fore bay (shallow basin) will be constructed east of the Ditch to collect all flows. A concrete headwall will be constructed at the approximate location of the east end of the existing Ditch and will be the inlet to the storm drain system. Storm drain pipe will then be constructed from the headwall to a location just upstream of the existing head cut. At this location the storm drain will connect to a manhole and from this manhole storm drain pipe will be constructed at an appropriate slope to the elevation of the beach. The discharge point will include a flared end section and rock energy dissipation. The discharge point will

be selected based on elevation and considerations for the future location of the bluff face considering sea level rise.

Benefits/Advantages

- Provides highest level of erosion protection as it completely removes surface flows from the channel
- Long term, likely to require the least amount of maintenance

Drawbacks/Limitations

- Most expensive option
- Eliminates surface flow which may impact trail user experience
- Likely not preferred by Coastal Commission and Regional Water Quality Control Board

Option P3 – Emphasis is placed on utilizing the existing channel in Option P3. Stabilization measures in the Ditch will include filling of the area at and immediately below the existing head cut with rock fill. Prior to placing the rock fill, the area will be graded to provide a smooth contact surface and if appropriate a geotextile will be placed in the channel bottom and side slopes to provide long term stability for the rock fill. Where appropriate, cobbles and gravel will be used to grout the rock fill into the existing channel or bank material. The channel above and below the head cut area will be filled with 1'-3' boulders or cobble (size to be determined by results of modeling performed during design). The upper channel will be stabilized from approximately top of bank to top of bank to prevent further down cutting and bank erosion. The lower channel stabilization (the "canyon") will include placing boulders or cobble across the entire bed of the channel and adding larger boulders up the banks approximately 8-10 feet to protect the toe of the steep embankments.

Benefits/Advantages

- Provides the lowest overall cost
- Likely acceptable to the Coastal Commission and Regional Water Quality Control Board

Drawbacks/Limitations

- Does not address volume or flow of surface runoff reaching the Ditch and creating existing erosion issues (flow will have the ability to reach the bed and banks of the channel)
- Requires the most rock fill

Do Nothing Option

The City does have the option to do nothing and allow the erosion to take its course. It is difficult to determine the rate of erosion in this system as it is heavily dependent on precipitation events and the associated runoff. The 2016/2017 was a heavy precipitation year and the head cut moved upstream more than 40 feet and the Ditch widened by approximately 12-15 feet in several locations below the head cut. Future rates are difficult to predict but what is known is the head cut will continue to migrate landward (east) towards the new pedestrian bridge and the Ditch below the head cut will continue to widen. Likely in the next five years the City will need to relocate the bridge and or a portion of the trail immediately north of the Ditch.

Benefits/Advantages

- No short term costs to the City

Drawbacks/Limitations

- Erosion will continue in the Ditch
- Increased costs for any future stabilization projects (erosion problems will be larger and more widespread)
- Existing infrastructure will have to be relocated at some point in the future (likely within the next five years)

APN: 064410040

APN: 064410040

APN: 065011150

SCALE IN FEET
1" = 20'-0"

N

STEEL FLARED END SECTION AND ROCKFILL

FORMER SITE OF BRIDGE (MOVED 140' EAST IN 2016)

RELOCATED BRIDGE WITH WOOD DECKING

ROCK FILL (TYP)

48"Ø HDPE PIPE, 80LF±

GABION HEADWALL

ROCK CHECK DAM (TYP) SEE NOTE 1

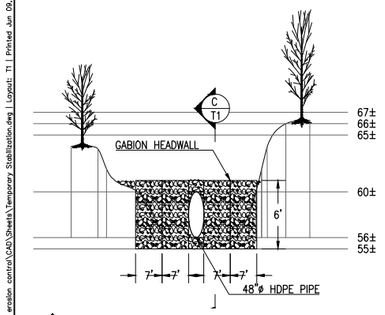
SEYMOUR DITCH

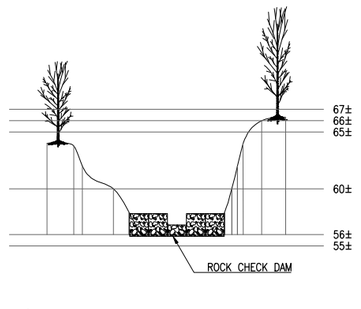
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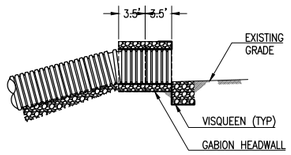
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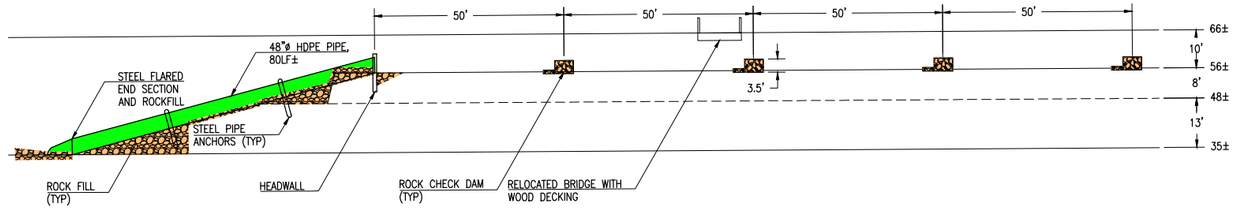
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A T1 B T1









A T1 SECTION

B T1 SECTION

C T1 SECTION

PROFILE

NOTES:

1. APPROXIMATELY EVERY 25'–50' FROM TEMP HEADWALL TO WOODY DEBRIS STRUCTURE EAST OF NEW BRIDGE.

LEGEND

- PROPERTY LINE
- EXISTING FENCE
- EXISTING GRADE MINOR CONTOUR (2')
- EXISTING GRADE MINOR CONTOUR (10')
- EXISTING EDGE OF PAVEMENT
- EXISTING BRIDGE
- EROSION CONTROL BLANKET

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 06-09-2017

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Seymour Ditch Emergency Response
Half Moon Bay, CA
TEMPORARY STABILIZATION – OPTION T1

FIGURE
T1

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
AP	561.05.55	JB	06–09–2017	

File: P:\active projects\Half moon bay – 561\561.05.55 – seymour ditch erosion control\CAD\Sheets\Temporary Stabilization.dwg | Layout: T1 | Printed Jun 09, 2017 @ 3:45pm | ID.AP-20.0a (LMS Tech)

APN: 064410040

APN: 064410040

APN: 065011150

SCALE IN FEET
1" = 20'–0"

N

"S" 11+00

"S" 12+00

"S" 13+00

"S" 14+00

"S" 15+00

"S" 16+00

80'

50'

50'

50'

50'

FORMER SITE OF BRIDGE
(MOVED 140' EAST IN 2016)

RELOCATED BRIDGE WITH
WOOD DECKING

ROCK FILL
(TYP)

24'

20'

5'

10'

21'

19'

15'

SEYMOUR DITCH

RELOCATED BRIDGE WITH
WOOD DECKING

ROCK CHECK DAM
(TYP)

A T2

B T2

C T2

2' DEEP
CENTER CHANNEL
ROCKFILL

EXISTING GRADE

MIN 3'
THICK ROCK FILL

67±
66±
65±
60±
56±
55±

ROCK CHECK DAM

SECTION

SECTION

SECTION

50'

50'

50'

50'

66±
56±
48±
35±
10'
8'
13'
3.5'
3.5'

ROCK FILL
(TYP)

ROCK CHECK DAM
(TYP) SEE NOTE 1

RELOCATED BRIDGE WITH
WOOD DECKING

PROFILE

NOTES:

1. APPROXIMATELY EVERY 25'–50' FROM EXISTING HEADCUT TO WOODY DEBRIS STRUCTURE EAST OF NEW BRIDGE.

LEGEND

- PROPERTY LINE
- EXISTING FENCE
- EXISTING GRADE MINOR CONTOUR (2')
- EXISTING GRADE MINOR CONTOUR (10')
- EXISTING EDGE OF PAVEMENT
- EXISTING BRIDGE
- EROSION CONTROL BLANKET

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 06-09-2017

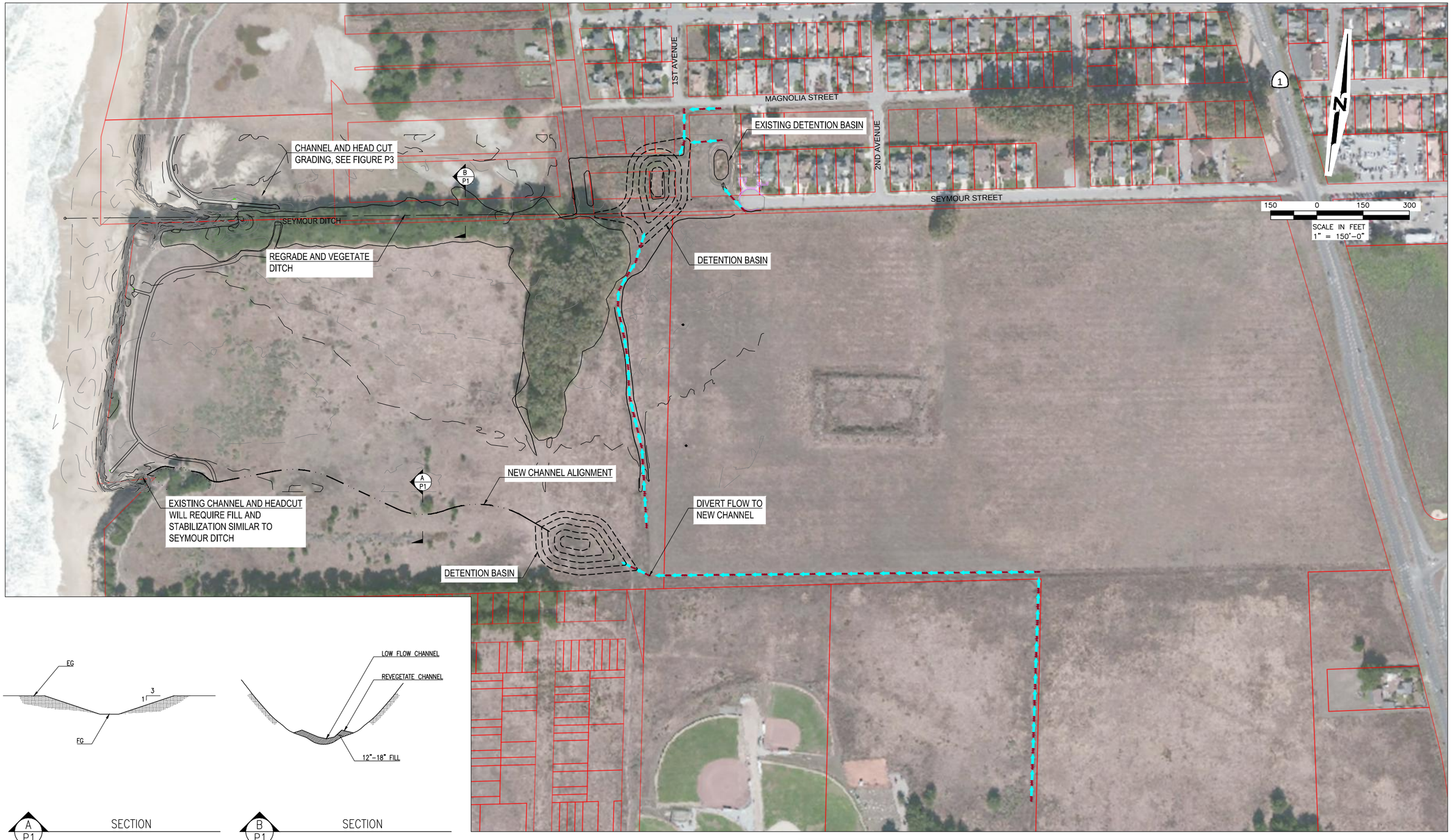
NCE
501 Canal Blvd.,
Suite I
Richmond, CA 94804
(510) 215–3620

Seymour Ditch Emergency Response
Half Moon Bay, CA
TEMPORARY STABILIZATION – OPTION T2

FIGURE
T2

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
AP	561.05.55	JB	06–09–2017	

File: P:\Active Projects\Half Moon Bay – 561\561.05.55 – Seymour Ditch Erosion Control\CAD\Sheets\Temporary Stabilization.dwg | Layout: T2 | Printed Jun 09, 2017 @ 5:52pm | ID_9-20.0x (LMS Tech)



A P1 SECTION

B P1 SECTION

LEGEND

FLOWLINE / DITCH

NEW CHANNEL ALIGNMENT

PROPERTY LINE

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 06-09-2017

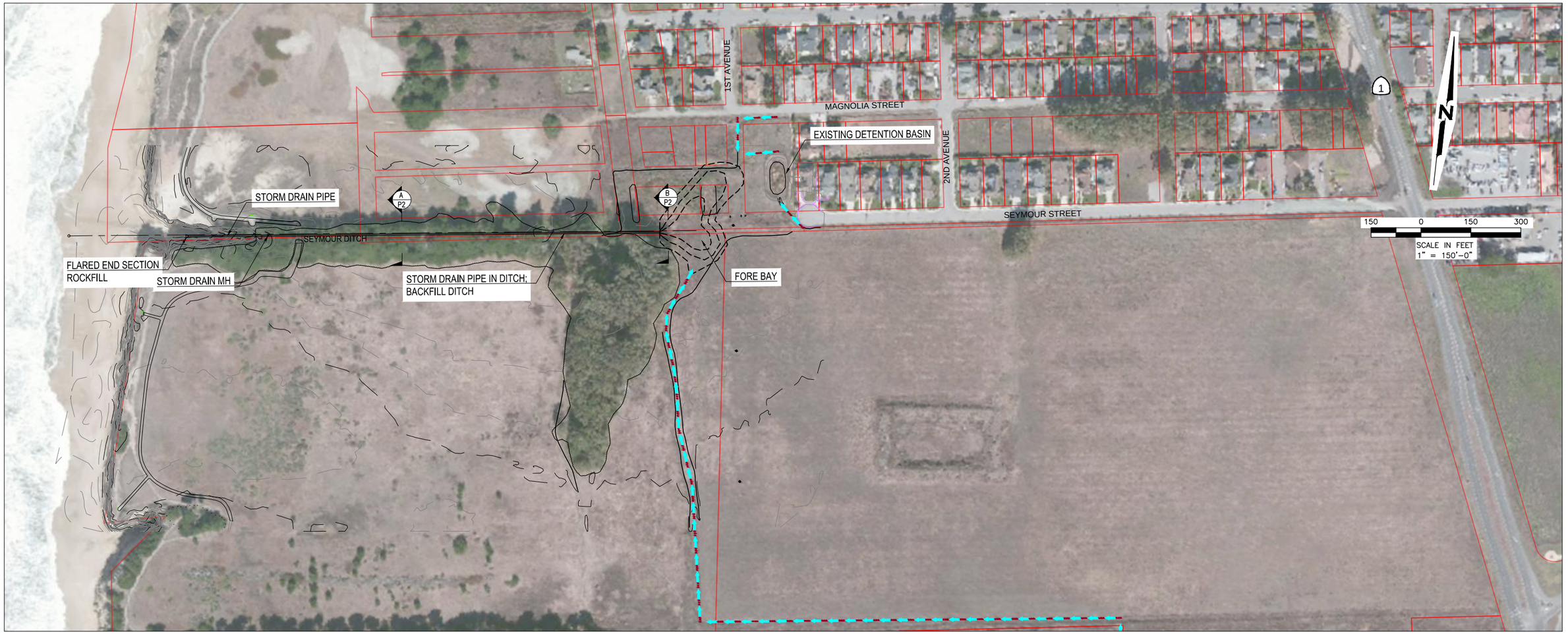
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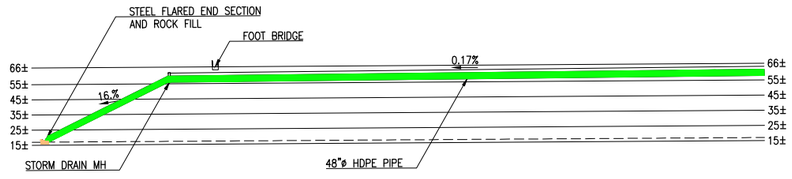
Seymour Ditch Emergency Response
Half Moon Bay, CA
PERMANENT STABILIZATION – OPTION P1

FIGURE
P1

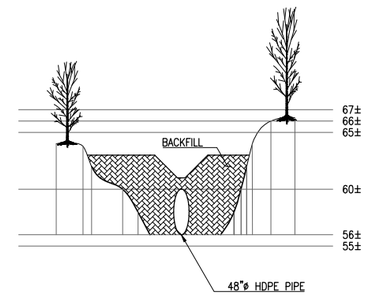
DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
AP	561.05.55	JB	06-09-2017	

File: P:\active projects\half moon bay - 561\561.05.55 - seymour ditch erosion control\CAD\Sheets\Permanent Stabilization 1.dwg | Layout: P1 | Printed Jun 09, 2017 @ 3:45pm | ID.AP.20.0a (LMS Tech)

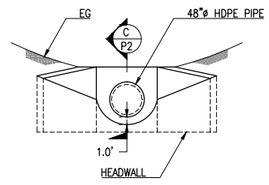




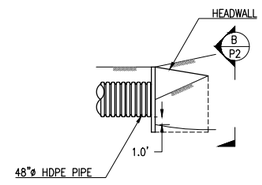
PROFILE



A P2 SECTION



B P2 SECTION



C P2 SECTION

LEGEND

FLOWLINE / DITCH

NEW CHANNEL ALIGNMENT

PROPERTY LINE

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 06-09-2017

NCE
501 Canal Blvd.,
Suite I
Richmond, CA 94804
(510) 215-3620

Seymour Ditch Emergency Response
Half Moon Bay, CA
PERMANENT STABILIZATION – OPTION P2

FIGURE
P2

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
AP	561.05.55	JB	06-09-2017	

File: P:\active projects\half moon bay - 561\561.05.55 - seymour ditch erosion control\CAD\Sheets\Permanent Stabilization 1.dwg | Layout: P2 | Printed: Jun 09, 2017 @ 3:45pm | ID.AP.20.0a (LMS Tech)

GROUT EDGES AND SEAMS
WITH COBBLE AND GRAVEL

ROCK FILL

PLACE GEOTEXTILE ON
GRADED SURFACE

EXCAVATE AND GRADE
TO APPROX 5:1 SLOPE

"S" 11+00

"S" 12+00

"S" 13+00

"S" 14+00

"S" 15+00

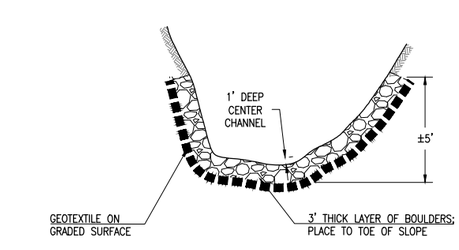
"S" 16+00

A
P3

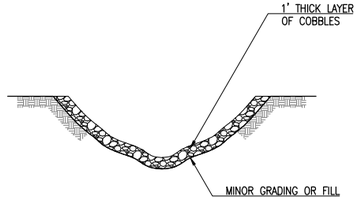
B
P3

N

20 0 20 40
SCALE IN FEET
1" = 20'-0"



A
P3
SECTION



B
P3
SECTION

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 06-09-2017

NCE
501 Canal Blvd.,
Suite I
Richmond, CA 94804
(510) 215-3620

Seymour Ditch Emergency Response
Half Moon Bay, CA
PERMANENT STABILIZATION – OPTION P3

FIGURE
P3

DRAWN	JOB NUMBER	APPROVED	DATE	REVISED DATE
AP	561.05.55	JB	06-09-2017	

File: P:\active projects\half moon bay - 561\561.05.55 - seymour ditch erosion control\CAD\Sheets\Permanent Stabilization 2.dwg | Layout: P3 | Printed Jun 09, 2017 @ 3:45pm | ID:AP 20.0a (LMS Tech)

Conceptual Cost Estimate of Various Stabilization Alternatives
Seymour Ditch - Half Moon Bay, CA
Revised 06/12/2017

				Quantity					Construction Cost				
Item	Item Description	Unit	Unit Price	T1	T2	P1	P2	P3	T1	T2	P1	P2	P3
1	Mobilization	LS	-	1	1	1	1	1	$ 16,000	$ 17,000	$ 150,000	$ 129,000	$ 52,000
2	Erosion Control Mat & Seeding	SY	$ 10.00	-	-	19,040	4,727	-	$ -	$ -	$ 190,000	$ 47,000	$ -
3	Clearing & Grubbing	SY	$ 10.00	199	197	19,040	10,149	1,723	$ 2,000	$ 2,000	$ 190,000	$ 101,000	$ 17,000
4	Check Dam (5' x 3.5' Gabion Cage)	LF	$ 90.00	55	55	-	-	-	$ 5,000	$ 5,000	$ -	$ -	$ -
5	Concrete Headwall (6' Height)	LF	$ 700.00	-	-	-	32	-	$ -	$ -	$ -	$ 22,000	$ -
6	Gabion Headwall (6' Height Cage)	LF	$ 200.00	30	-	-		-	$ 6,000	$ -	$ -	$ -	$ -
7A	Earthworks - Cut (Unbalanced) [Small Volume]	CY	$ 150.00	225	299	-	-	-	$ 34,000	$ 45,000	$ -	$ -	$ -
7B	Earthworks - Cut (Unbalanced)	CY	$ 45.00	-	-	10,509	5,300	1,037	$ -	$ -	$ 473,000	$ 239,000	$ 47,000
8A	Earthworks - Fill (Unbalanced) [Small Volume]	CY	$ 120.00	-	-	89		41	$ -	$ -	$ 11,000	$ -	$ 5,000
8B	Earthworks - Fill (Unbalanced)	CY	$ 35.00	-	-		8,614	-	$ -	$ -	$ -	$ 301,000	$ -
9	Rock - 3" x 6" Gabion	TONS	$ 100.00	202	84	-	-		$ 20,000	$ 8,000	$ -	$ -	$ -
10	Rock - 6" x 12" Gabion	TONS	$ 100.00	-	-	-	-	922	$ -	$ -	$ -	$ -	$ 92,000
11	Rock - Caltrans 1/4 Ton	TONS	$ 140.00			368		491	$ -	$ -	$ 52,000	$ -	$ 69,000
12	Rock - Caltrans 1/2 Ton	TONS	$ 140.00	231	380	594	-	792	$ 32,000	$ 53,000	$ 83,000	$ -	$ 111,000
13	Geotextile	SY	$ 10.00	-	-	254	-	338	$ -	$ -	$ 3,000	$ -	$ 3,000
14	Storm Drain Pipe (48" HDPE) & Fittings	LF	$ 100.00	80	-	-	1,418	-	$ 8,000	$ -	$ -	$ 142,000	$ -
15	Flared End (48" Steel)	EA	$ 1,500.00	1	-	-	1	-	$ 2,000	$ -	$ -	$ 2,000	$ -
16	Storm Drain Manhole Box & Cover	EA	$ 8,000.00	-	-	-	1	-	$ -	$ -	$ -	$ 8,000	$ -
			Subtotal						$ 125,000	$ 130,000	$ 1,152,000	$ 991,000	$ 396,000
			Contingency (30%)						$ 38,000	$ 39,000	$ 346,000	$ 297,000	$ 119,000
			Construction Total						$ 163,000	$ 169,000	$ 1,498,000	$ 1,288,000	$ 515,000
			Design Cost ($30,000 or 12%)						$ 30,000	$ 30,000	$ 180,000	$ 155,000	$ 62,000
			Engineering Support during Construction and Inspection ($20,000 or 12%)						$ 20,000	$ 20,000	$ 180,000	$ 155,000	$ 62,000
			Environmental Permitting						$ 18,000	$ 18,000	$ 60,000	$ 60,000	$ 60,000
			Project Cost						**$ 231,000**	**$ 237,000**	**$ 1,918,000**	**$ 1,658,000**	**$ 699,000**

T = Temporary Stabilization Option, P = Permanent Stabilization Option
**Permanent Stabilization costs do not include any costs associated with temporary stabilization measures

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July 14, 2023
NCE Project #: CD561.55.2303

Ms. Denice Hutten
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
DHutten@hmbcity.com

RE: Scope of Work and Fee Estimate for Emergency Design of Head Cut at Seymour Ditch

Ms. Hutten:

NCE has prepared the following scope of work and fee estimate to prepare design plans, specifications, and engineers estimate of probable cost for the head cut at Seymour Ditch.

TASK 1 – Field Survey

In 2017 MPS provided the topographic base map for the initial Seymour Ditch project. The Seymour Ditch channel experienced significant erosion at the head cut and further upstream towards the bridge and beyond last winter. MPS will provide field and office work to include a denser point grid at the head cut location and the channel between the head cut and the bridge to better define the new channel geometry. MPS will also collect up to 4 additional cross sections of the channel east of the bridge (at the locations of the 2017 survey where possible).

Deliverables

- Updated Topographic Base Map

TASK 2 – Prepare Design Plans, Specifications, and Estimate (PS&E)

NCE will prepare a Preliminary Design submittal for review and comment by City staff. The submittal will include preliminary design improvements for the head cut, check dams (maintenance of existing and design of new locations), debris dam removal, and channel bottom. The Project area for this effort is assumed to be from approximately 20 feet below the head cut, upstream to the location of the most easterly rock check dam. Up to 2 alternatives for addressing the head cut will be included in the Preliminary Design submittal (assuming a 2nd feasible option is identified). It is anticipated that the design team will need to make 1 site visit to confirm survey, consider design approaches, and meet with City staff. NCE will facilitate 1 meeting with City staff

to review the Preliminary Design. NCE will then prepare Draft plans, specifications, and estimate (PS&E) that will provide the basis of engaging with regulatory agencies and preparing permit applications. Based on review and input from the City and regulatory agencies, NCE will then prepare Final PS&E to be issued for construction, which will be signed and stamped by a licensed engineer. NCE will prepare only the technical specifications and assume the City will take care of preparing all general provisions and contractual elements of the bid package. The engineer's estimate of probable cost will include bid item descriptions, identification of the relevant unit, approximate quantity, unit cost and a calculation of the extended cost for each item based on available construction bids received from past projects, industry standards, bid tabs from the City and NCE's professional experience. We anticipate the design plans to include the following sheets:

- Title Sheet
- Notes, Legends and Abbreviations
- Grading and erosion control (up to 2 sheets)
- Profile and Cross Sections (up to 3 sheets)
- Details (up to 3 sheets)

Deliverables

- Preliminary Design Submittal
- Draft PS&E
- Final For Construction PS&E

TASK 3 – CEQA and Permitting

The Project will require compliance with the California Environmental Quality Act (CEQA) along with approvals from regulatory agencies which may include the California Coastal Commission (CCC), San Francisco Regional Water Quality Control Board (SFRWQCB), California Department of Fish and Wildlife (CDFW) and or the U.S. Army Corps of Engineers (USACE). Approvals will also be necessary from San Mateo County and the Coastside Land Trust as the Ditch resides on their property. For the purposes of this project NCE assumes a Categorical Exemption under 15269, 15302 or 15330 is required. NCE will prepare the necessary form and submit it to the City for approval as the Lead Agency.

For agency approvals, NCE assumes any approval required for this emergency Project will be treated as an emergency approval by the agency and will be permitted as such. Therefore, only a basic permit application for emergency approval will be required for each agency. Prior to engaging in obtaining new permits, NCE will review the permits and conditions from the 2017 Project to determine compliance status and what influence they may have on the current effort. Then NCE will contact each agency to perform an initial consultation via phone. The consultation

will focus on providing an overview of the project, determining if the agency has jurisdiction over the project and defining the process for submitting an emergency approval application. NCE will then prepare and submit applications to the SFRWQCB, CDFW, USACE, and San Mateo County (should a County permit be necessary. NCE will also support the City is the development of the Coastal Development Permit, including a presentation to either the Planning Commission or City Council. NCE assumes the City will lead the coordination with the Coastside Land Trust to obtain any approval necessary for the Project. NCE will coordinate with each agency to monitor the status of approval and address questions. It is assumed up to 1 minor submittal will be required with each of the four agencies to address questions or supplement the application package. Permit conditions related to pre-construction and during construction biological, cultural or environmental surveys or monitoring will be handled under a separate scope and fee estimate to be determined after permits are obtained.

Deliverable:

- CEQA Categorical Exemption document
- Emergency permit submittals (up to 4)
- Preparation of presentation and participation in up to 1 commission or council meeting

TASK 4 – Engineering Support during Bidding and Construction

NCE will provide engineering support leading up to and during construction. NCE's design engineer will be available to support the City during bidding or procurement of a contractor (up to 8 hours), answer questions from prospective contractors (up to 8 hours) and develop up to one addendum (revisions for up to 1 plan sheet). Once a contractor is selected NCE assumes up to 12 hours of engineering support per week for up to four weeks of construction. Support will include answering questions from the City and Contractor leading up to construction to clarify design plan components or details, respond to RFI's, conduct submittal review, or discuss the approach with the contractor's superintendent. Construction is assumed to be completed in four weeks.

Deliverables

- Responses to Contractor questions (during bidding)
- Prepare up to 1 addendum
- Respond to RFIs and review submittals for up to 12 hours per week for 4 weeks of construction

SCHEDULE

The following schedule outline will guide the implementation of this scope of work based on the current understanding of the Project. Time is of the essence and potential implementation is subject to change based on the needs of the City and review timelines of agencies. Construction start date is assumed to be October 9, 2023

- Notice to Proceed – July 21, 2023
- Field survey complete – August 4, 2023
- Preliminary Design Package – August 25, 2023
- Draft Design Package – September 8, 2023
- Final For Construction Design Package – October 4, 2023

ASSUMPTIONS

- CEQA compliance will be a Categorical Exemption.
- Only emergency permit approvals will be required from regulatory agencies.
- If any regulatory agency determines the Project does not qualify as an emergency, then work to obtain a regular permit from that agency will be conducted under a separate scope and fee.
- City will lead obtaining the Coastal Development Permit. NCE will provide technical support in the form of answering questions or providing plans or exibits.
- Emergency permits submittals will not be required from agencies other than Coastal Commission, Regional Water Board, CA Fish & Wildlife, U.S. Army Corps of Engineers and San Mateo County.
- Any biological surveys, pre-construction surveys or biological monitoring during construction will be handled under a separate scope and fee.
- Design will include up to 10 plan sheets.
- Construction will last up to 4 weeks.
- NCE has allocated up to 48 hours for engineering support during construction.

ESTIMATED FEE

NCE proposes to provide the above-listed services on a time and materials basis in accordance with our Schedule of Charges 2023. We estimate that our total fee for this scope of services will not exceed $124,800. If agreeable, please provide a work authorization and Notice to Proceed.

Task Description	Labor Expenses	Reimbursable Expenses	Surveying	Total Cost
Rate				
Task 1 - Field Survey	$ 1,660	$ -	$ 7,150	$ 8,800
Task 2 - PS&E	$ 59,760	$ 1,241	$ -	$ 61,000
Task 3 - CEQA & Permitting	$ 34,360	$ -	$ -	$ 34,400
Task 4 - Engineering Support during Bidding & Construction	$ 20,550	$ -	$ -	$ 20,600
Total	**$ 116,330.00**	**$ 1,241**	**$ 7,150**	**$ 124,800**

We appreciate the opportunity to provide this service to the City of Half Moon Bay and look forward to working with you on this project. If you have any questions or additional needs, please call our me at jdrew@ncenet.com or 530-318-4352.

Respectfully,
NCE

Jason Drew, CPESC, CPSWQ
Principal

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SCHEDULE OF CHARGES 2023

PROFESSIONAL SERVICES

Principal	$310/hour
Associate	$245/hour
Senior II	$215/hour
Senior I	$205/hour
Project II	$195/hour
Project I	$180/hour
Staff II	$170/hour
Staff I	$155/hour

TECHNICAL SERVICES

Senior Construction Manager*	$160/($185-PW)/hour
Construction Inspector*	$140/($165-PW)/hour
Senior Designer	$170/hour
CADD Designer	$150/hour
CADD Technician	$130/hour
Senior Field Scientist	$135/hour
Field Scientist	$115/hour
Senior Technician*	$140/($165-PW)/hour
Field/Engineering Technician*	$115/($140-PW)hour
Project Administrator	$130/hour
Technical Editor	$115/hour
Clerical	$105/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	$380/hour
Court Appearances & Depositions	$575/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$115/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$4,000/Day
Coring	$5,000/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying .. .. project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY
AGENDA REPORT

For meeting of: **August 15, 2023**

TO: The Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager
Carlo Wei, Management Analyst

TITLE: **CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FY 2023-24**

RECOMMENDATION:
Adopt a resolution authorizing the Administrative Services Director to accept the State of California Citizen's Option for Public Safety Grant Funds for Fiscal Year 2023-24, in the amount of $100,000, and approve using those funds on projects, support, and equipment that meet the conditions of the grant.

FISCAL IMPACT:
The Citizen's Option for Public Safety (COPS) Grant program has been funded at $100,000. The grant cannot be used to supplant the adopted budget and does not have a matching fund requirement. Therefore, there is no budget impact associated with this action.

STRATEGIC ELEMENT:
This action supports the *Healthy Communities and Public Safety* and *Fiscal Sustainability* elements of the Strategic Plan.

BACKGROUND:
In FY 1996-97, the California State Legislature enacted Chapter 134 (AB3229 Brutle) creating the Citizen's Option for Public Safety (COPS) Program. Under this program, cities and counties receive state funds to augment public safety expenditures. The City has participated in this program for over a decade. The provisions of the COPS grant require that the funding be placed into a Supplemental Law Enforcement Services Fund (SLESF).

The funds must be used to supplement, not supplant the delivery of front-line law enforcement services through the use of projects, programs and/or equipment that meet the conditions of the grant. Upon receipt of a signed City Council Resolution authorizing the disbursement of the funds, the County will release the funds to the City, which will then be deposited in the City's SLESF account. The funds will be used for projects, programs and/or equipment designed to enhance the delivery of front-line services benefitting residents and visitors to Half Moon Bay.

Staff is recommending these funds be used to enhance the level of law enforcement services currently provided under contract by the San Mateo County Sheriff. Projects/programs include:

Projects/Programs	Description	Amount
Business Support	Evaluate ways to augment business safety, security, and monitoring.	
Augment Patrol/ Special Events	Supplement patrol and/or CSO staffing levels with the intent of enhancing downtown presence, coordination of special events, parking enforcement and traffic enforcement.	
Augment Patrol/Summer Beach Season	Supplement patrol and/or CSO staffing levels with the intent of managing heavy weekend and late night activities at Poplar and other City beaches.	$90,000
Traffic Enforcement (Motorcycle)	Supplement patrol with the intent of addressing traffic control and enforcement during peak hours on weekends, holidays, and special events/details.	
Parking Enforcement	Personnel will also assist with other special assignments as needed throughout the year.	
Community engagement and outreach	Host several events throughout the City for the residents of Half Moon Bay: Meet and Greet with Deputies and Community events, etc..	$10,000
TOTAL AMOUNT NOT TO EXCEED		**$100,000**

ATTACHMENT
Resolution

Resolution No. C-2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING EXPENDITURES IN SUPPLEMENTAL LAW ENFORCEMENT SPECIAL FUND (SLESF) FOR CITIZEN'S OPTION FOR PUBLIC SAFETY GRANT PROGRAM IN FY 2023-24

WHEREAS, the California State Legislature enacted Chapter 134 (AB3229 Brutle) creating a City's Option for Public Safety (COPS) Program; and

WHEREAS, Under the COPS program, Cities and Counties receive state funds in the amount of $100,000 to augment public safety expenditures; and

WHEREAS, the City of Half Moon Bay is participating in this grant and is proposing using the grant funds for Business Support, Patrol Augmentation, Traffic and Parking Enforcement, and to assist with Special Events.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the Administrative Services Director to accept the State of California Citizen's Option for Public Safety Grant Funds for Fiscal Year 2023-24 in the amount of $100,000.

****

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 15th day of August, 2023 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Deborah Penrose, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Economic and Community Vitality Manager

TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH WOOD CONSULTING SERVICES**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Wood Consulting Services for economic and business development support, with a not-to-exceed amount of $80,000, for a term beginning September 1, 2023, through September 30, 2024.

FISCAL IMPACT:
If approved, this agreement would be funded with a $40,000 allocation from the City's Adopted Budget for FY 2023-24 and matched with funding from existing grants. These grants include the County of San Mateo's investment of $2.5 million to support the Opportunity Center of the Coastside and a $75,000 grant from a Chan Zuckerberg Initiative grant to support program evaluation of the Opportunity Center and similar centers in South San Francisco and North Fair Oaks.

STRATEGIC ELEMENT:
This recommendation supports all elements of the Strategic Plan.

BACKGROUND:
The Coastside Recovery Initiative (CRI), with the assistance of Wood Consulting Services, has gained significant momentum and secured over $6M in local, state, federal, and philanthropic funding toward economic recovery projects for the Coastside region. Since the release of the final report last year, the County has approved a $2.5 million funding allocation to support the Opportunity Center of the Coastside (OCC) that will serve entrepreneurs, small businesses, and job seekers. The College of San Mateo will return to the Coast with a physical site this fall. A significant philanthropic institution has funded digital navigators and training in regenerative agricultural practices and higher-income job opportunities for farmworkers. Finally, an urban design firm has been selected and is launching the Downtown Streetscapes Master Plan project including extensive community engagement and conceptual design.

Wood Consulting Services has played an integral role in each of the achievements described above and has been poised to help the City meet planned and unplanned needs, such as assistance with the creation of a victim compensation fund after the January 23 mass shooting and facilitating the community process associated with affordable housing at 880 Stone Pine Road. This consulting support has enabled the City to increase its own economic revitalization capacity with diverse funding streams as well as new regional relationships and opportunities. Wood's unique local knowledge, combined with her extensive professional network, grantmaking experience, ability to lead and support complex, multi-stakeholder initiatives, and issue area expertise related to City Council priorities has resulted in crucial support for City staff over the last three years and a significant return on the City's investment as shown in the chart below:

RETURN ON INVESTMENT

$2.5M	Opportunity Center of the Coastside (federal, county)
$2.0M	Pescadero Town Plaza construction (state)
$1.0M	Pescadero Town Plaza site (county)
$400K	Farming cooperative and digital navigators (philanthropy)
$250K	Downtown revitalization (city)
$200K+	Coastside Victims Fund (philanthropy, individual donors)
$75K	Program Evaluation (philanthropy)

Last fiscal year, Wood Consulting provided assistance to the City under a professional services agreement in a not-to-exceed amount of $140,000. Given the disruption to planned work following two back-to-back local emergency declarations that limited bandwidth of City staff and particularly staff within the City Manager's Office, prior year expenditures for this contract left a significant remaining balance. The City Manager amended the term of the contract through August 31, 2023, and it is expected that another $10,000 will be expended from the prior year's balance, leaving $59,500 unspent when that contract extension expires. City staff value Wood Consulting's commitment to fiscal prudence and careful management of expenditures that align with actual time worked and expect the same in the coming contract term.

Given ongoing work towards several key initiatives, and City Council's annual priority session in April at which economic recovery and development (CRI) was identified as a continuing priority, under this agreement the consultant will continue to support the City in identifying and applying for relevant funding opportunities and assist with implementation of City projects that support a more equitable, vibrant, and resilient Coastside economy.

DISCUSSION:

In close collaboration with City staff, during the Term, the consultant will support several important City projects, including:

a. Creation and implementation of the County funded Opportunity Center of the Coastside (OCC)

b. Funding and resource procurement from government and non-government sources including philanthropic sources
c. Specialized community engagement and convening support including ongoing support for affordable housing initiatives
d. Coastside Recovery Initiative implementation

More details on each of these areas are provided in the scope of work attached as Exhibit A. Given the nature of the work and the evolving landscape, the scope of work does not lend itself to a traditional detailed listing of tasks, cost per task or project schedule. Staff has and will continue to keep the community and City Council appraised of the ongoing work, major milestones met, anticipated headwinds and more detailed timelines for the work of the Community and Economic Vitality Division and Wood Consulting Services.

If approved by Council, the attached Scope of Work and Fee Schedule will be incorporated into a Professional Services Agreement for a term of September 1, 2023, through September 30, 2024, with a not-to-exceed amount of $80,000. The funding for these services will come from a variety of sources, including the County's support of the new OCC, the Chan Zuckerberg grant to evaluate the OCC and other advancement centers in San Mateo County, and rollover savings from the prior year's contract.

ATTACHMENTS:
1. Resolution
2. Draft Professional Services Agreement

RESOLUTION NO. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WOOD CONSULTING SERVICES FOR ECONOMIC AND BUSINESS DEVELOPMENT AND COASTSIDE RECOVERY INITIATIVE PROJECT IMPLEMENTATION, WITH A NOT-TO-EXCEED AMOUNT OF $80,000

WHEREAS, on March 15, 2022, a final report entitled, "Building a More Equitable, Vibrant, and Resilient Coastside Economy," inclusive of 15 recommendations, was completed and released to the public; and

WHEREAS, the Coastside Recovery Initiative (CRI) has secured over $6M in local, state, federal, and philanthropic funding toward economic recovery projects for the Coastside region, including a $2.5 million investment from County of San Mateo to launch the Opportunity Center of the Coastside (OCC) that will serve entrepreneurs, small businesses, and job seekers; and

WHEREAS, the City Council convened on April 19, 2023, and confirmed Economic Recovery and Development as a Council priority as part of the Fiscal Year 2023-24 Priority Setting Workshop; and

WHEREAS, the new OCC will require implementation and assistance of the consultants' services in leveraging, program evaluation, and bridging new OCC programming with emerging Coast to the College initiative and higher education stakeholders; and

WHEREAS, Wood Consulting Services will amplify visibility of and funding for CRI implementation and other City projects through the preparation of an impact report and other strategic communications and conducting briefings with county and state elected officials; and

WHEREAS, the consultant is uniquely qualified to identify new funding sources and assist the City with diversifying its revenue streams; and

WHEREAS, the consultant's scope supports the City's efforts to communicate and engage with community members on the 880 Stone Pine project as well as other affordable housing projects that can benefit from third-party coordination.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Professional Services Agreement with Wood Consulting Services for economic and business development not-to-exceed amount of $80,000.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 15th day of August 2023 by the City Council of Half Moon Bay by the following vote:

Ayes, Councilmembers:
Noes, Councilmembers:
Absent, Councilmembers:
Abstain, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

APPROVED:

Deborah Penrose, Mayor

CITY OF HALF MOON BAY

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between the City of Half Moon Bay, a California municipal corporation ("City") and Wood Consulting Services ("Consultant").

Section 1. SERVICES. This is an agreement for economic and community vitality consultant services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1. Agreement Term. The term of this Agreement shall begin on the date on which the last signature is affixed and shall run until all work is approved by the City or until terminated by either party pursuant to Section 8.

1.2. Time of Performance. Consultant is not authorized to perform any services or incur any costs whatsoever under this Agreement until receipt of a notice to proceed from the Contract Administrator. All services within the Scope of Work shall be completed prior to September 30, 2024. The City Manager may extend this completion date by up to six months through a written amendment to this Agreement, provided such extension does not include additional contract funds.

1.3. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. All work product which Consultant delivers to City shall be prepared in a first-class and workmanlike manner and comply with the requirements of this Agreement to the City's satisfaction.

1.4. Changes to Scope. From time to time, the City may request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding change in compensation and time of performance, shall be made by written amendment to this Agreement.

1.5. Project Administrator. Karen Decker shall be the project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement.

1.6. Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall immediately reassign any personnel upon City's request for good cause, as determined by the City in its sole discretion.

1.7. **Facilities, Equipment, and Supplies.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities, equipment, and supplies that may be necessary to perform the services required by this Agreement. City shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment, facilities, or supplies used by Consultant, or by any of its employees, even though such equipment, facilities, or supplies were provided, rented, or loaned to Consultant by City.

Section 2. **COMPENSATION.** Exhibit B to this contract contains the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein, in an amount not to exceed the total sum of $ 80,000.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under the Fee Schedule of this Agreement is based upon Consultant's estimation of all costs of providing the services required hereunder. All costs and expenses shall be included in the fees, except for those costs or expenses specifically negotiated to be reimbursable as separate line items and identified as such in the Fee Schedule.

2.1. **Invoices.** Consultant shall submit invoices once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing for each task a brief description of the work completed during the billing period, the amount of prior billings, the total due in the current period, the amount of the total contract sum remaining, and the percentage of completion of the work;
- A copy of the applicable time entries or time sheets showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 470 hours;

2.2. **Monthly Payment.** City shall make monthly payments, based on complete and accurate invoices received, for services satisfactorily performed in accordance with the Scope of Work. City shall notify Consultant in writing within 15 days after receipt of an invoice of any billing item that does not satisfy the requirements herein. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant undisputed amounts.

2.3. **Payment for Additional Scope**. Payments for any additional services not included in the original Scope of Work and agreed to by the parties under Section 1.4 of this Agreement shall be made on a time-and-materials basis using the Fee Schedule in Exhibit B.

2.4. **Payment of Benefits and Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Consultant. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Consultant, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Consultant agrees to a reduction in amounts payable under this Agreement, or to promptly remint to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

2.5. **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred during the term of the Agreement.

Section 3. INSURANCE REQUIREMENTS.

3.1. **Required Coverage.** During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with performance of this Agreement by Consultant and/or its agents, representatives, employees, or subcontractors. Such insurance shall be at least as broad as set forth below. The insurance requirements listed below that have an "X" indicated in the space before the requirement apply to this agreement, together with the general requirements.

☒ **Commercial General Liability Insurance** covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal injury, and advertising injury with coverage limits of not less than

☒ One Million Dollars ($1,000,000).

☐ Five Million Dollars ($5,000,000).

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance covering any auto, or if Consultant has no owned autos, both hired and non-owned autos, with minimum limits of

☐ One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident for bodily injury and property damage.

☐ Two Million Dollars ($2,000,000) per claimant and Two Million dollars ($2,000,000) per incident for bodily injury and property damage.

☒ **Workers' Compensation Insurance** as required by the laws of the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Consultant shall submit to City a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers for Consultant's workers compensation policy.

— **Professional Liability (Errors and Omissions) Insurance** appropriate to Consultant's profession, with coverage limits of not less than

— Two Million Dollars ($2,000,000) per occurrence or claim, Two Million Dollars ($2,000,000) aggregate.

☐ Five Million Dollars ($5,000,000) per occurrence or claim, Five Million Dollars ($5,000,000) aggregate.

The insurance obligations under this agreement shall be (1) the minimum coverage and limits specified above; or (2) all the Insurance coverage and/or limits carried by or available to Consultant, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

3.2. **Acceptability of Insurer.** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

3.3. **Additional Insureds.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language naming City and its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations.

3.4. **Primary Coverage.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language providing that, for any claims related to this Agreement, those policies shall be primary to any coverage available to City. And any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

3.5. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, expect with notice to the City.

3.6. **Enforcement.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) require Consultant to obtain the insurance, (ii) immediately terminate this Agreement; or (iii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

3.7. **Evidence of Insurance.** At all times during the term of this Agreement, Consultant shall maintain on file with the City a certificate or certificates of insurance and amendatory endorsements or copies of the applicable policy language evidencing current coverage meeting the requirements of this Agreement. Such evidence of insurance shall be attached hereto as Exhibit C and is to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3.8. **Policy Renewals.** Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.

3.9. **Maintaining Insurance/Notice.** Consultant shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or

omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to the City. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Consultant shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Consultant of its obligation to at all times maintain all insurance required by this Agreement.

3.10. **Waiver of Subrogation.** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer (unless the waiver would void the coverage).

3.11. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

3.12. **Liability.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless, and defend under this Agreement.

3.13. **Claims Made Policies.** No insurance policy required herein shall be written as claims-made coverage. Insurance must be written on an occurrence basis. Nonetheless, if it is not possible for a required professional liability policy to be written on an occurrence basis, the professional liability coverage shall be maintained, and Consultant shall provide evidence of coverage to City for the period of time marked with an X below:

[X] three years after expiration or termination of this Agreement.

[ ] five years after expiration or termination of this Agreement.

Consultant may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail "extended reporting" coverage applicable to said five-year period.

3.14. **Survival.** The provisions of this Section 4 survive expiration or termination of this Agreement.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

4.1. **Indemnity for Design Professional Liability:** With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant

shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Consultant"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant's indemnification and hold harmless obligation shall not exceed Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

4.2. **Indemnity for Other Than Design Professional Liability:** Except as provided in subsection 4.1, to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City.

Consultant's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

4.3. **No Limitations.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligations of Consultant under this Section 4 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, officials,

agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

4.4. **Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 4 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder**.**

4.5. **Cooperation.** In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in responding to or defending against such claim or action.

4.6. **Offset.** City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification due under this Section 4 as finally determined by a court of competent jurisdiction or mutually agreed to by the parties.

4.7. **Survival.** Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth in this Section 4. This obligation to indemnify and protect City as set forth in this Section 4 is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or termination of this Agreement.

Section 5. STATUS OF CONSULTANT.

5.1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. No relationship of employer and employee is created by this agreement between the City and Consultant or any subcontractor or employee of Consultant. City shall have the right to control Consultant only insofar as specifying the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. City shall not have the right to control or direct the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall direct and control its personnel and shall pay all wages, salaries, and other amounts due its personnel in connection with this Agreement as required by law.

5.2. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

6.1. **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.2. **Funding Agency Requirements.** If this Agreement is funded, in whole or part, by fiscal assistance from another governmental or non-governmental entity ("Funding Agency"), Consultant and any subcontractors shall comply with all applicable rules, requirements, and regulations to which City is bound by the terms of such fiscal assistance as provided for and stated in the funding agreement, and shall also complete all related worksheets and forms. If applicable, the funding agreement and related worksheets and forms are attached hereto as Exhibit B and incorporated herein by reference.

Anything to the contrary herein notwithstanding, all applicable fiscal assistance program and/or agreement rules, requirements, and regulations shall be deemed to control in the event of an irreconcilable conflict with other provisions contained in this Agreement.

If Consultant claims or receives payment from City for a service, reimbursement for which is later disallowed by the Funding Agency as a result of an act or omission of Consultant, or any of its employees, agents, or subcontractors, Consultant shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due to Consultant under this Agreement or any other Agreement.

6.3. **Licenses, Permits, and Approvals.** Consultant shall obtain and keep in effect at all times during the term of this Agreement, at its sole cost and expense, any and all licenses, permits, and regulatory approvals necessary in the performance of this Agreement. This includes, but is not limited to, a valid business license from the City. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

6.4. **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, creed, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or military or veteran status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement, as provided in Government Code section 12940. Consultant shall comply with all other applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

6.5. **Conflict of Interest.** Consultant shall comply with the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). Consultant understands that in carrying out this Agreement, its professional responsibility is solely to the City. Consultant represents and warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not employ or subcontract with a person having such an conflict of interest. Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

6.6. **Form 700.** Consultant, and its officers, agents, or employees working under this Agreement, shall submit statements of economic interest (Form 700s) under the Political Reform Act (Government Code section 81000 *et seq*.) if requested to do so by the City Manager.

Section 7. TERMINATION AND MODIFICATION.

7.1. **Termination.** City may cancel this Agreement at any time and without cause upon 15 day's written notice to Consultant.

Consultant may cancel this Agreement at any time and without cause upon 15 days' written notice to City.

In the event of termination, Consultant shall be entitled to compensation for satisfactory services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant shall be entitled to payment within 30 days or receipt of the notice.

7.2. **Suspension.** City may, at any time, temporarily suspend Consultant's performance, in whole or part, by giving a written notice of suspension to Consultant. If City gives such notice, Consultant shall immediately suspend its activities under this Agreement as specified.

7.3. **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

7.4. **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

7.5. **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personal competence, experience, and specialized knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

7.6. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

7.7. **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

i. Immediately terminate the Agreement;

ii. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

iii. Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; and/or

iv. Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

8.1. **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall become the property of the City upon completion of the work to be performed hereunder or upon termination of this agreement to the extent requested by City. Consultant hereby agrees to deliver those documents to the City upon expiration or termination of the Agreement. Without limiting the generality of the foregoing, if, in connection with services performed under this agreement, the Consultant or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in

such works are the property of City. If it is ever determined that any works created by the Consultant or its subcontractors under this agreement are not works for hire under U.S. law, the Consultant hereby assigns all copyrights to such works to City, grants City a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all such works, and agrees to provide any material and execute any documents necessary to effectuate such assignment and license. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, Consultant agrees that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of the City.

8.2. **Intellectual Property.** Consultant represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Consultant further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Consultant's performance of this Agreement.

8.3. **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. This Section shall survive expiration or termination of this Agreement.

8.4. **Inspection and Audit of Records.** Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of anyaudit of the City, for a period of three (3) years after final payment under the Agreement. This Section shall survive expiration or termination of this Agreement.

Section 9. MISCELLANEOUS PROVISIONS.

9.1. **Dispute Resolution.** The parties shall make a good faith effort to meet and to settle any dispute or claim arising under this Agreement prior to pursuing litigation. If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

9.2. **Governing Law.** The laws of the State of California shall govern this Agreement.

9.3. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

9.4. **Severability.** If a court of competent jurisdiction finds or rules that any provision, including but not limited to any clause, term, section, or subsection, of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.5. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a continuing waiver or a waiver of any other breach of that term or any other term of this Agreement. No waiver or modification is valid unless made in writing.

9.6. **Successors and Assigns.** The provisions of this Agreement and all surviving covenants shall inure to the benefit of and shall apply to and bind the successors, heirs, and assigns of the parties.

9.7. **Notice of Non-Renewal.** Consultant understands and agrees that there is no representation, implication, or understanding that the City will request that services provided by Consultant under this Agreement be supplemented or continued by Consultant under a new agreement following expiration or termination of this Agreement. Consultant waives all rights or claims to notice or hearing respecting any failure by City to continue to request or retain all or any portion of the services from Consultant following the expiration or termination of this Agreement.

9.8. **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

9.9. **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.10. **Contract Administration.** This Agreement shall be administered by the City Manager or his or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

9.11. **Notices.** The parties will make good faith efforts to provide advance courtesy notice via e-mail of any notices under this Agreement. In addition to such courtesy notice, official notice shall be delivered by hand, facsimile, overnight courier, or U.S. mail. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours, or the following day if delivered after business hours; or
(ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other

addresses as the parties may, from time to time, designate in writing). Under no circumstances shall courtesy e-mail notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

Any written notice to Consultant shall be sent to:

Wood Consulting Services
Attn: Erica Wood
Address: 659 Magnolia Street
Half Moon Bay, CA 94019
Phone: (650) 966-4101
Email: ericakwood929@gmail.com

Any written notice to City shall be sent to:

City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: City Manager
Phone: (650) 726-8270
Fax: (650) 726-9389
Email: clerk@hmbcity.com

With a copy to:

City of Half Moon Bay
Attn: Karen Decker
501 Main Street
Half Moon Bay, CA 94019
Phone: (650) 726-8281
Email: kdecker@hmbcity.com
Fax: (650) 726-9389

9.12. **Integration.** This Agreement, including attached Exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.13. **Authority to Sign Agreement.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to sign on behalf of the party indicated and to bind that party to the Agreement.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

"CITY"
CITY OF HALF MOON BAY

Date:_____ By:_____
City Manager

Attest: Approved as to form:

By:_____ _____
City Clerk City Attorney

Date:_____

"CONSULTANT"

WOOD CONSULTING SERVICES

Date:_____ By:_____
Signature

Erica Wood
Printed Name

Its: Consultant

Attachments:

Exhibit A. Scope of Work
Exhibit B. Fee Schedule
Exhibit C. Evidence of Insurance
☐ Exhibit D. Prevailing Wage Provisions (box checked if applicable to this Agreement)
☐ Exhibit E. Funding Agency Agreement (box checked if applicable to this Agreement)

Exhibit A
Scope of Work

Consultant shall complete the following scope of work:

Description of Services

a. **Opportunity Center of the Coastside (OCC).** Assist in identifying job seeker and small business support service provider(s) qualified in delivering services tailored to the demographics of the Coastside, particularly those who are most vulnerable (immigrants, first-generation college students, low-income, English as a second language speakers, undocumented residents). Lead the formation and implementation of the business incubator, including a strategic planning session with investors and partners that will likely support this effort. Leverage and bridge new OCC programming with the emerging Coast to College initiative and higher education opportunities. Coordinate program evaluation of three economic advancement centers including the OCC and document outcomes and best practices in anticipation of the sunset of ARPA funds. Bring regional expertise, best practices, precedent, and recent changes in legislation to inform policy recommendations related to local businesses' ability to provide mobile vendor services in a compliant manner (e.g., food trucks, refreshment carts and pop-up stands). These tasks support several CRI recommendations as shown below.

   Estimated Hours: 235

   Funding Source: San Mateo County OCC Grant / CZI Program Evaluation Grant

   CRI Recommendation #7: "Incentivize and support local businesses to provide services in recreational and activity hubs."

   CRI Recommendation #10: "Develop a small business assistance center at the Half Moon Bay Chamber of Commerce."

   CRI Recommendation #14: "Create a business incubator for new start-up and early-stage companies aligned with the Coastside's unique industries and assets (e.g., ag tech, marine, aviation and environmental)."

   CRI Recommendation #15. Increase access to vocational training and higher education opportunities for economically vulnerable residents."

   Key deliverables include request for proposal documents for OCC service providers and a program plan that connects OCC and College of San Mateo services; an incubator structure and implementation plan; a multi-site process evaluation plan and report; and policy recommendations that spur additional economic activity and support for local businesses.

b. **Funding and Resource Procurement.** Continue to increase the return on the City Council's investment in economic revitalization/development-related efforts by identifying sources of grants and other funding. Broker and steward relationships with philanthropic institutions to support efforts like the Opportunity Center and amplify regional visibility of and funding for CRI recommendation implementation and other City projects. Prepare an impact report and other strategic communications and conduct briefings with County and State

elected officials. Related to economic recovery and development. These tasks support all CRI recommendations and additional city projects depending on priorities and funding opportunities.

Estimated Hours: 100

Funding Source: General Fund Carryover from FY 2022-23

Key deliverables include a list of funding sources and grant proposals (as approved by City); development and distribution of impact report, content for press releases, special e-news announcements, media advisories and City's website as well as scheduled briefings with key elected officials.

c. Specialized Community Engagement and Convening Support. Support City's efforts to engage with community members on the 880 Stone Pine project and other affordable housing projects consistent with the City's Housing Element, as well as other potential high-profile issues (i.e., rent stabilization, minimum wage) that require increased community awareness, community-driven plans and solutions, and third-party coordination and meeting facilitation. These tasks support the Council's affordable housing priority.

Estimated Hours: 50

Funding Source: General Fund Carryover from FY 2022-23

Key deliverables include development of community meeting agendas and materials as well as production of documents for City staff, such as e-news notifications of meetings, presentation slides, FAQ documents and key message points.

d. Coastside Recovery Initiative Implementation. Continue supporting implementation of the Coastside Recovery Initiative recommendations as opportunities arise, including, but not limited to ongoing CSFA non-profit grant recipient cohort support and technical assistance, development of a community lending strategy and implementation plan, improvement processes and services relating to small business and entrepreneurs (i.e., Business License Process and Data). These tasks support the Council's economic recovery and development priority.

Estimated Hours: 85

Funding Source: General Fund Carryover from FY 2022-23

Key deliverables include procurement of technical assistance providers for CSFA cohort to facilitate increased collaboration and shared work to improve safety net services, a borrower assessment with identified community lending options and identified business license process improvement needs and recommendations to address needs.

Exhibit B
Fee Schedule

Project Costs

Contractor agrees to track all hours worked on project and will invoice the City monthly for work completed at an hourly rate of $170.00 per hour. Contractor and City staff agree that the total estimated cost for this project will not exceed $80,000 (or 470 total project hours). If project activities require additional time or scope beyond the project cap of $80,000, Contractor and City staff will negotiate terms for a contract amendment or new contract which shall be subject to City Council review and approval. Out of pocket expenses, such as mileage to meetings, meeting / office supplies, refreshments, venue rentals, AV, or technology needs (e.g., zoom license) will be discussed and approved by City staff in advance of purchase. Any approved out-of-pocket expenses incurred by contractor will be included in weekly invoices.

Exhibit C
Evidence of Insurance

Exhibit D

Prevailing Wage

1. ☐ **If this box is checked, the following prevailing wage provisions apply to this Agreement.**

1.1 **In General.** For purposes of California labor law, this is a public works contract subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with Labor Code Section 1771, Consultant and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR") to all workers employed on this project. In accordance with Labor Code Section 1815, Consultant and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.2 **Registration**. Consultant and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this Agreement, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. Consultant represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code and will provide its DIR registration number, along with the registration numbers of any subconsultants as required, to the City.

1.3 **Posting**. Consultant shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.

1.4 **Reporting.** Consultant and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the Labor Commissioner in accordance with the law.

1.5 **Report on Prevailing Rate of Wages**. The City has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at the City of Half Moon Bay City Hall, and shall be made available to any interested party upon request.

1.6 **Employment of Apprentices.** Consultant's attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Consultant or any subcontractor. It shall be the responsibility of the Consultant to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

1.7 **Penalties.** Consultant's attention is directed to provisions in Labor Code Sections 1775 and 1813. In accordance with Labor Code Section 1775, Consultant and subcontractors may be subject to penalties for Consultant's and subcontractors' failure to pay prevailing wage rates. In accordance with Labor Code Section 1813, Consultant or subcontractors may be subject to penalties for Consultant's or subcontractors' failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.

Exhibit E

Funding Agency Requirements

(Funding agency agreement and other worksheets attached, if applicable)

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jill Ekas, Community Development Director

TITLE: **APPROVE CITY'S RESPONSE TO THE JUNE 12, 2023, GRAND JURY REPORT TITLED "ACCESSORY DWELLING UNITS: AFFORDABLE HOUSING'S PANACEA OR PREVARICATION?"**

RECOMMENDATION:
By motion, authorize the Mayor to sign and submit a letter of response to the June 12, 2023, Grand Jury Report titled "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?", no later than September 11, 2023.

FISCAL IMPACT:
There is no fiscal impact associated with responding to the Grand Jury Report.

STRATEGIC ELEMENT:
This action supports the Inclusive Governance Element of the Strategic Plan.

BACKGROUND:
The San Mateo County Grand Jury issued a report on June 12, 2023, focused on accessory dwelling units (ADUs). The Grand Jury Report brings concerns about ADU affordability and cases where local jurisdictions are relying on ADU production to meet its regional housing needs obligations (RHNA) in its Cycle 6 (2023 – 2031) Housing Element. The Report can be found here.

DISCUSSION:
As required by the San Mateo County Civil Grand Jury, each city including Half Moon Bay must respond to the Findings and Recommendations in the Report by September 11, 2023. Attachment 1 includes the City's draft letter of response.

The Report makes recommendations as researched and evaluated by the Grand Jury. Many of the recommendations and best practices are not relevant to Half Moon Bay because the City's Cycle 6 Housing Element does not rely on ADU production to meet its RHNA obligations.

Half Moon Bay's draft Cycle 6 Housing Element, currently in review by the Department of Housing and Community Development (HCD), presents anticipated ADU production for the Cycle 6 period based on recent years of production. Unit affordability levels were assigned as presented in Table 1 for the 2021 Terner Study. The Grand Jury Report is critical of this affordability distribution primarily because it is based on a Statewide survey.[1] Instead, the Grand Jury recommends using a study prepared by ABAG. The affordability distribution from that study is also presented in Table 1 for comparison.[2] Note that the ABAG study, although presented in 2021, is still considered to be a draft document. For both methods, the affordability distributions are applied to Half Moon Bay's projected ADU production of 112 units over the 8-year Cycle 6 Housing Element.

Table 1: ADU Affordability Assumptions:

Income Level	**2021 Terner Study**		**2021 ABAG Draft Study**	
	Percentage	Half Moon Bay ADUs (units)	Percentage	Half Moon Bay ADUs (units)
Very Low	30%	34	5%	5
Low	30%	34	30%	34
Moderate	30%	34	50%	56
Above Moderate	10%	10	15%	17
Total	100%	112	100%	112

NOTE: For all but one affordability category, the number of units is rounded up for fractional units of 0.5 or more; and rounded down for fraction units of 0.49 or less. For the 2021 ABAG Draft Study, standard rounding would result in a total of 113 units. Thus, in line with the Grand Jury direction, for the "very low" income category, 5.6 units were rounded down to 5 units.

Most San Mateo County jurisdictions, including Half Moon Bay, used the Terner Study percentages with the understanding that this methodology was acceptable to HCD. Table 1 indicates the result if the City utilized the ABAG draft study's distribution. The difference between the two is most pronounced for the very low- and moderate-income categories.

Because the City is not relying on ADUs to meet RHNA, and because the current draft Housing Element includes a significant buffer (i.e., extra units) for all affordability levels, it will not impact the City's ability to meet RHNA and maintain a buffer of at least 20% in every income category, even if ADUs are rented at the affordability levels recommended in the Report. Staff will discuss this with our HCD reviewers and consider changing the affordability distribution for ADUs in the second draft of the Housing Element should HCD determine necessary.

[1] Terner Center for Housing Innovation, UC Berkeley. "First Ever Statewide ADU Owner Survey Shows Growth, Room for Improvement," April 22, 2021. Implementing-the-Backyard-Revolution.pdf (aducalifornia.org)
[2] Association of Bay Area Governments. "Draft Affordability of Accessory Dwelling Units," September 8, 2021. http://21elements.com/documents-mainmenu-3/housing-elements/rhna-6-2022-2030/1327-draft-adu-affordability-report-sep-8-2021-1/file

Beyond the Grand Jury's primary concern of RHNA, it is noted that City Council has stated concerns about ADU affordability and directed that the draft Cycle 6 Housing Element include incentives for the development of affordable ADUs. This aligns with the Grand Jury's interest in monitoring ADU rents and encourages ADUs to be made available and affordable to lower-income households. Program 1-5. "Accessory Dwelling Units" in the draft Cycle 6 Housing Element addresses incentives and affordability requirements for ADUs. Again, this document is in review with HCD and staff is looking forward to receiving additional direction about all of the programs in the draft Housing Element, including those pertaining to ADUs.

Staff concurs with many of the points raised in the Grand Jury Report. For example, surveying ADU rents over time is a worthy effort and will at least bring data that has been lacking. City staff does not have the capacity to perform such monitoring; fortunately, the San Mateo County 21 Elements Group is working on a County-wide ADU rent monitoring program. Despite areas of concurrence, we generally disagree with the Report's overall premise that ADUs are a prevarication. ADU production should not be dismissed just because units might not always be available for lower-income households. ADUs are permanent new housing units and current production rates are on track to dramatically increase local housing stock. Many phases of occupancy will likely occur over each unit's useful life. The focus on increasing ADU production is a relatively new effort that began for Half Moon Bay in 2019, and many other San Mateo County jurisdictions around the same time as each started to implement new State ADU laws. Staff suggests that it is premature to pass judgement on ADUs and far too soon to fully appreciate the impact of ADU production in Half Moon Bay or San Mateo County. Staff also notes that most of the Grand Jury's concerns appear to have more to do with State law and its implementation than with most San Mateo County jurisdictions' approaches to the inclusion of ADUs in their Housing Elements.

The detailed responses, provided in the draft letter in Attachment 2, explain that many aspects of the recommendations are not applicable to Half Moon Bay. The City's response also includes an important statement of clarification about Half Moon Bay's Cycle 6 Housing Element. A public draft of that document was available to the Civil Grand Jury, unfortunately, its Report indicates that the City's Housing Element was not available as of June 1, 2023. That is simply not the case. Staff was not contacted by the Grand Jury about the Housing Element, but had we been, we would have helped them navigate the draft Housing Element and answered their questions.

ATTACHMENT:
Draft Response Letter to San Mateo County Grand Jury

THE CITY OF
HALF MOON BAY
CALIFORNIA

August 23, 2023

Honorable Nancy L. Fineman
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

Subject: Response of the City of Half Moon Bay to the San Mateo County Civil Grand Jury Report "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?"

Dear Judge Fineman,

Thank you for the opportunity to respond to the Grand Jury report entitled "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?" The City of Half Moon Bay's response to the findings and recommendations of the report are listed below.

Response to Findings:

F1. Due to recent changes in California ADU-related laws, local governments cannot condition ADU permits in San Mateo County on complying with affordability monitoring and verification.

Response: Agree.

F2. San Mateo County and most of its municipalities rely on ADUs to meet their affordable housing commitments in their RHNA-6 plans.

Response: Wholly disagree. If the finding read "San Mateo County and most of its municipalities ***include*** ADUs to meet their affordable housing commitments in their RHNA-6 plans," then the City of Half Moon Bay would agree with the finding. The City of Half Moon Bay is required to plan for a housing allocation of 480 units. The City of Half Moon Bay's draft Cycle 6 Housing Element, currently in review with the Department of Housing and Community Development (HCD) plans for 782 units. The portion of the City's housing allocation that consists of ADUs is 112. If circumstances result in no ADUs being built in the planning period, the City could still meet its required housing allocation. Furthermore, if ADUs were not included in the City's effort to meet RHNA, the City's pipeline and housing opportunity sites would meet RHNA in every income category with a 20 percent buffer.

DRAFT

F3. Atherton, Hillsborough, Portola Valley, and Woodside rely on ADUs to meet as much as 80 percent of their affordable housing commitments in their RHNA-6 plans.

Response: No comment.

F4. HCD has instructed San Mateo County jurisdictions to monitor and verify future ADU production and affordability every two years but has yet to specify how to verify whether very low-, low- or moderate-income households are occupying the ADUs as planned.

Response: Agree. For clarity, HCD requires ***all*** California jurisdictions to monitor and report on ***all*** housing production.

F5. Other than Brisbane and Redwood City, San Mateo County and its jurisdictions have yet to articulate how they will monitor and verify ADU production or affordability.

Response: Agree. The City of Half Moon Bay will receive comments from HCD soon and is looking forward to their direction regarding this matter. The City is committed to providing reasonable ADU monitoring and reporting to HCD's satisfaction.

F6. Without effective ADU monitoring and verification, it will be impossible to evaluate whether the jurisdictions are meeting their RHNA-6 obligations for low-, very-low, and moderate-income housing units.

Response: Wholly disagree. As noted previously, the City of Half Moon Bay includes 112 ADUs as part of a total 782-unit plan that fulfills the required 480-unit allocation. Theoretically, the City of Half Moon Bay can still fully meet its RHNA obligations for every affordability category without a low-income ADU being produced. As noted previously, the City of Half Moon Bay is committed to providing reasonable ADU monitoring and reporting to HCD's satisfaction.

F7. ADU affordability and occupancy could be monitored by agencies such as HIP Housing which has proven systems and processes to verify occupancy of deed-restricted rental properties in San Mateo County.

Response: Agree. For a cost, ADU affordability and occupancy could be monitored. The question facing jurisdictions that do not have a high proportion of ADUs in their housing allocations is how much of the limited public funds available should go toward monitoring of a small number of units, or toward efforts that can have a greater impact for more lower-income households.

Response to Recommendations:

R1. San Mateo County and each City should immediately stop using ADUs to meet their State-mandated very low-, low-, and moderate-income housing targets in their Housing Element submissions until they have also proposed an effective monitoring system that verifies how newly developed ADU's will be used.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The City of Half Moon Bay is committed to improving housing affordability and housing conditions in the City

and meeting State law. HCD allows a jurisdiction to include pipeline projects, ADUs, and the site inventory in its housing allocation. The City of Half Moon Bay includes all potential housing types in the Housing Element. The City of Half Moon Bay will monitor ADUs to HCD's satisfaction.

R2. By February 1, 2024, San Mateo County and each City should develop, adopt, and implement a verification system capable of monitoring and verifying how newly developed ADU's are being used.

Response: The recommendation requires further analysis. The City of Half Moon Bay will work with HCD to receive Housing Element certification, including HCD's direction regarding all types of housing production, including ADUs. A monitoring and reporting system that is accepted by HCD will be implemented in the timeframe that is worked out with HCD.

R3. By February 1, 2024, San Mateo County and each City should develop and adopt incentives for ADU owners which could be offered in exchange for deed restrictions that would include requirements for ADU tenants to participate in independent monitoring.

Response: The recommendation requires further analysis. The City of Half Moon Bay will work with HCD to receive Housing Element certification, including how to monitor and incentivize all types of housing production, including ADUs, to the extent necessary as determined by HCD, on a timeline that satisfies HCD.

R4. By February 1, 2024, San Mateo County and each City should track the intended use of ADUs – rented or non-rented – during the permitting process and offer incentives in exchange for deed restrictions that require ADUs to be used as rentals.

Response: The recommendation requires further analysis. The City of Half Moon Bay is committed to furthering affordable housing. Since ADUs are not required for the City to meet its RHNA, and since there are finite resources available to put towards housing, the City reserves the right to focus resources on efforts that will have the greatest impact, within the law. The City of Half Moon Bay will work with HCD to receive certification of the Housing Element, including how to monitor and incentivize all housing types, including but not limited to ADUs, in a manner and timeline that satisfies HCD.

R5. By April 1, 2024, San Mateo County and each City should develop and adopt a new ADU affordability distribution formula specific to each jurisdiction to the extent they are used for meeting the very low-, low-, and moderate-income housing requirements in their RHNA housing elements.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The City of Half Moon will work with HCD to ensure compliance with housing laws. If HCD accepts the ABAG affordability assumptions for ADUs, then the City of Half Moon Bay will utilize those assumptions. It is noted that such a modification will not impact the City's ability to meet its RHNA.

The ABAG assumptions are based on a UC Berkeley study that surveyed thousands of homeowners statewide with repeat mailing and the data was aggregated to reduce the margin of error. The margin of error would be too large if we are only surveying only a few dozen households. There is also no evidence in the data to suggest significant variation from city to city. The recommendations for an affordability distribution of

30/30/30/10 (very low-/low-/moderate-/above moderate-income) had a significant cushion built in to ensure cities did not accidentally underproduce the amount of housing needed.

Because ADUs are not required for the City to meet its RHNA, and since there are finite resources available to put towards housing, the City reserves the right to focus resources on efforts that will have the greatest impact, within the law.

R6. San Mateo County and each City should consider working together to address Recommendations 2 and 3.

Response: The recommendation requires further analysis. San Mateo County jurisdictions work collaboratively through 21 Elements to develop, adopt, and implement a range of policies and programs in the county, including housing issues. The City of Half Moon Bay will work with HCD to ensure compliance with housing laws and is open to working with 21 Elements on potential collaborative efforts to address housing issues such as those raised by the Grand Jury report. Because ADUs are not needed for the City to meet its RHNA, and because there are finite resources available to put towards housing, the City reserves the right to focus resources on efforts that will have the greatest impact, within the law.

In conclusion, the City wishes to point out that its public draft Cycle 6 Housing Element was available for review in April 2023. Following the required circulation period, it was revised and submitted to HCD on May 31, 2023. The number of ADUs presented in the draft Housing Element and the fact that ADUs are not needed to meet the City's RHNA was information available to the Grand Jury in advance of the issuance of its report. City staff would have gladly directed the Grand Jury to this information had they inquired.

This response was approved by the Half Moon Bay City Council at a public meeting on August 15, 2023.

Sincerely,

Deborah Penrose, Mayor
City of Half Moon Bay

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager

TITLE: **FISCAL YEAR 2022-23 ANNUAL REPORT ON LAW ENFORCEMENT SERVICES AND ACTIVITIES**

RECOMMENDATION:
By motion, accept FY 2022-23 Annual Report on Law Enforcement Services and Activities.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:
This action supports the *Healthy Communities and Public Safety* and *Fiscal Sustainability* elements of the Strategic Plan.

BACKGROUND/DISCUSSION:
Over the course of the last twelve years, the City of Half Moon Bay has utilized the services of the San Mateo County Sheriff's Office for law enforcement services. This contract service was adopted in June 2011 as part of the City's transition to contract services model through San Mateo County.

The community has realized annual operational cost savings and long-term savings in retirement related costs under the contract services model. City residents and residents of the greater Coastside have also directly benefitted from increased efficiencies and expanded services facilitated by continuity of service provision on the entire Coastside.

The City's Agreement requires the Sheriff's Office to provide an annual report regarding the prior year's services and activities. Traditionally this report has included statistical analysis of crime and local trends. The report is also an opportunity to highlight successes and new opportunities to engage and support the community. Due to turnover in Sheriff's executive and local leadership over the last few years, the last report was presented in August 2020.

2022 was a year of transition in many respects. In June, Christina Corpus was elected the San Mateo County Sheriff, with her term beginning January 1, 2023. In August, Captain Rebecca Albin

was appointed to serve as the Coastside Bureau Chief and the City's Chief of Police. On August 15, 2023, we are pleased to have Sheriff Corpus, her leadership team, and Captain Albin speak to the City Council, following a year of service to the community. We would like to thank each for their commitment to the City and the Coastside. We also want to acknowledge and thank each of the Sheriff staff that serve the City and Coastside.

The attached report is now based on a standardized format utilized across all of the Sheriff's bureaus, and includes updated statistics based on the National/California Incident-Based Reporting System (CIBRS/NIBRS), which the Sheriff's Office began the transition to in late 2021. This change in reporting significantly impacted the way crime statistics are captured and reported, which also means that there is not historical data to compare to, except anecdotally. Going forward, the report will include historical comparisons. It is also important to point out that most of the statistics refer to incidents, not the numbers of victims. This is most apparent in the violent crimes section, which doesn't visually reflect the tragic number of victims of the January 23 mass shooting event. Another area that is of note is the increase in vandalism during spring of 2023. This is mostly related to a rash of graffiti that is being addressed and hopefully resolved for the time being.

Overall, Half Moon Bay and the greater Coastside community remains a safe place to live, work and visit, and the sheriff is committed to maintaining that sense of peace and safety for everyone.

ATTACHMENT:
FY 2022-23 San Mateo County Sheriff's Office Annual Report: Half Moon Bay Police Bureau

San Mateo County Sheriff's Office Annual Report: Half Moon Bay Police Bureau

In September 2021, the San Mateo County Sheriff's Office transitioned from the Uniform Crime Reporting System (*UCR*) to the National/California Incident-Based Reporting System (CIBRS/*NIBRS*). This change in reporting significantly impacted the way crime statistics are captured and reported.

One important thing to take into consideration is the data post-NIBRS may be misinterpreted as an increase in crime, but the key to understanding NIBRS is to acknowledge that the variations in data are a by-product of the reporting rules. NIBRS was implemented to improve the quality of crime data collected by law enforcement. The NIBRS system captures a more extensive range of offenses, continuing to record crimes like homicide, rape, and burglary while measuring crimes like identity theft, drugs, and weapon offenses. NIBRS collects data on 22 categories of crime compared to the UCR system, which only collected eight. Often, reporting only a subset of crimes limits the information available to service the public and can skew the real picture of what is happening in a community. As a result, the comparison of crime data in 2021 versus 2022 forward, looks significantly different. It is for this reason this report will only reflect the current fiscal year without the context of previous years stats. Moving forward, this report will provide year to year comparisons, as the data reflected year to year will be the same.

CRIME DATA:

Crime Data refers to the number of incidents reported to the San Mateo County Sheriff's Office during the reporting period. Specifically, it refers to incidents reported during the reporting period, and may include incidents that occurred outside of the reporting period. Additionally, the data represents the number of incidents that occurred, not the number of victims.

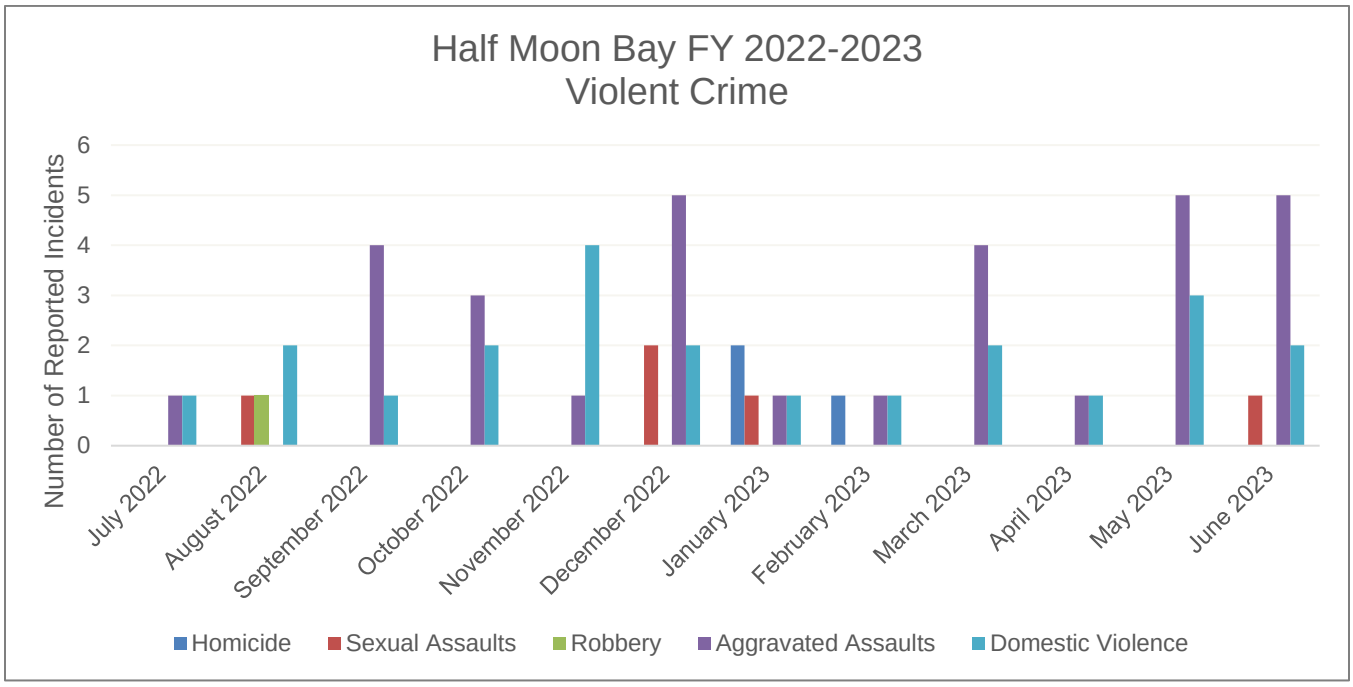


Notes:

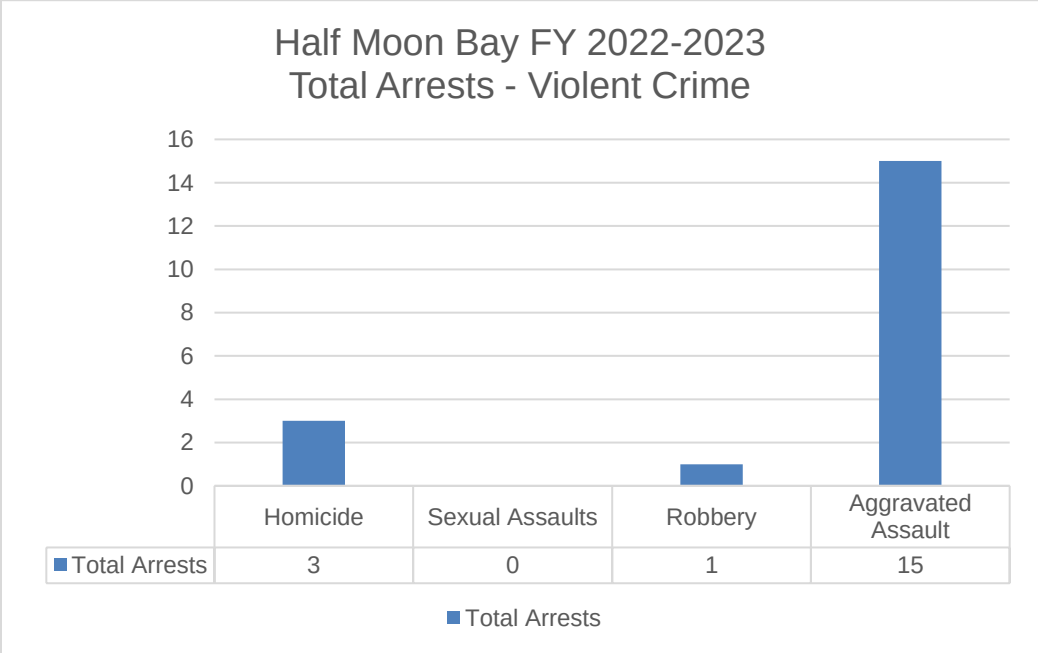
FISCAL YEAR 2022-2023 may also be seen in this report written as FY22-23.

Fiscal Year Quarters:
Q1 July 2022 - Sept. 2022
Q2 Oct. 2022 – Dec. 2022
Q3 Jan. 2023 – Mar. 2023
Q4 Apr. 2023 – June 2023

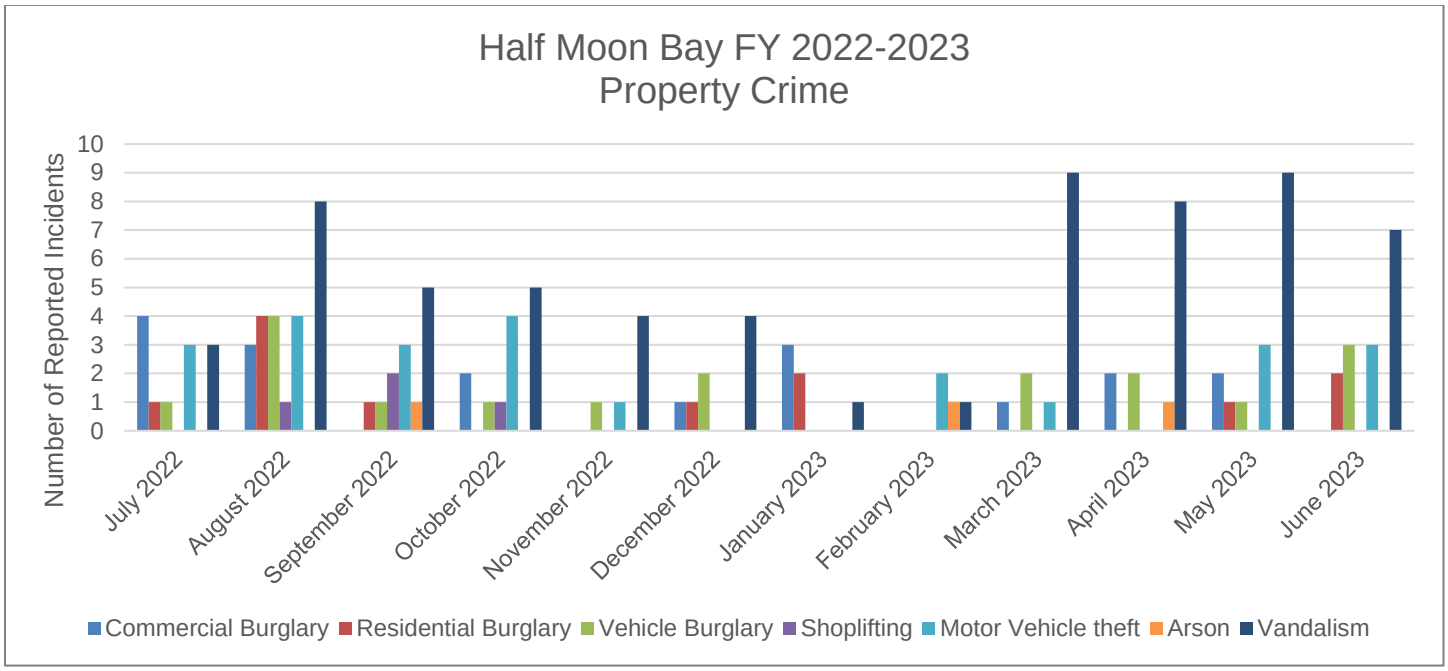
VIOLENT CRIMES

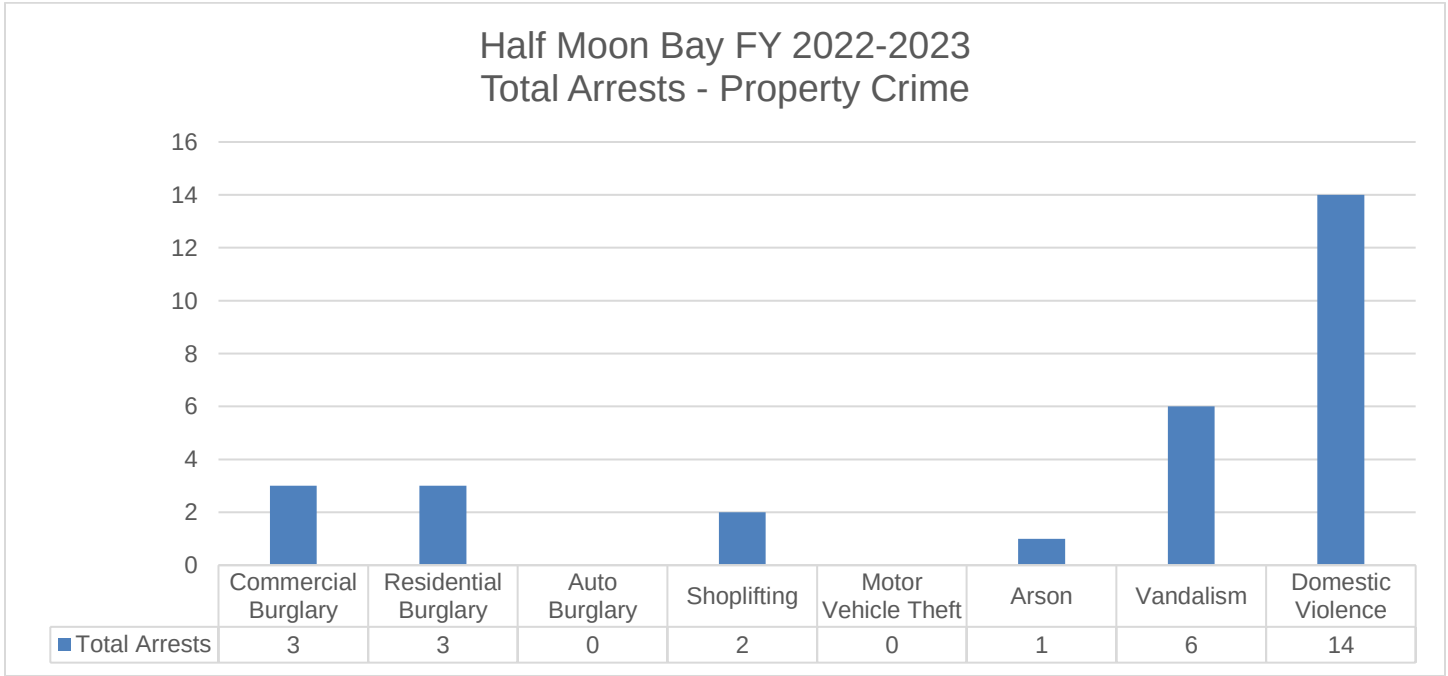


- Sexual Assaults includes all crimes defined by DOJ
- Domestic Violence includes 273.5(A) PC and 243(e) PC

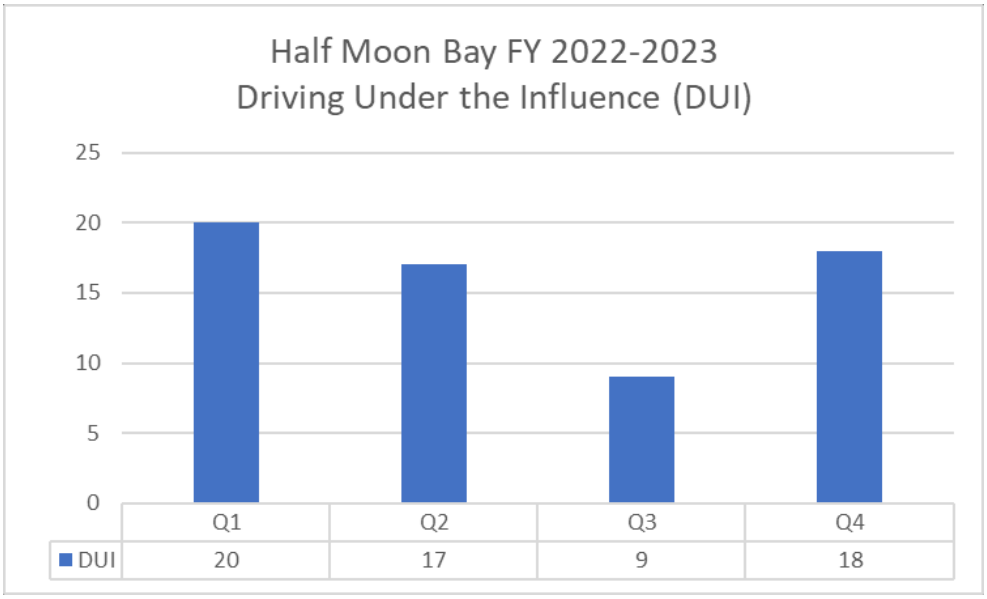


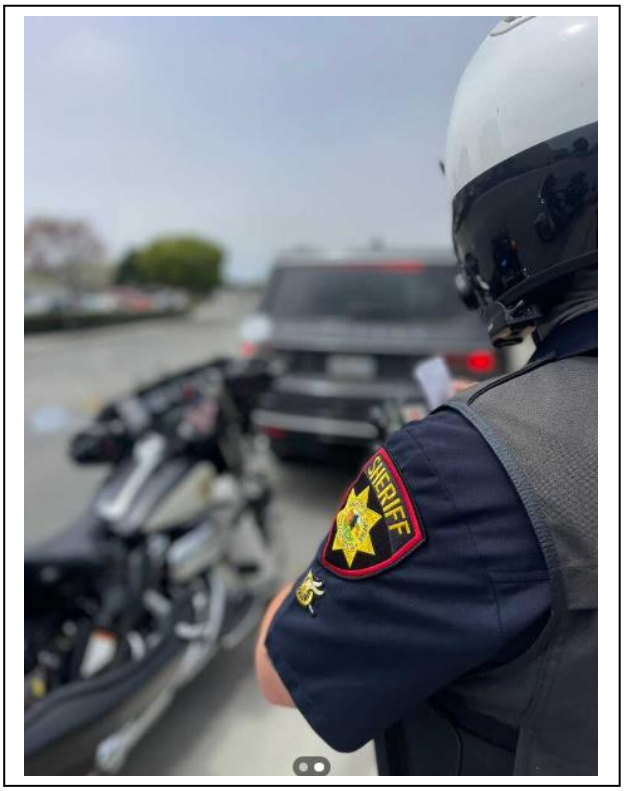
PROPERTY CRIMES



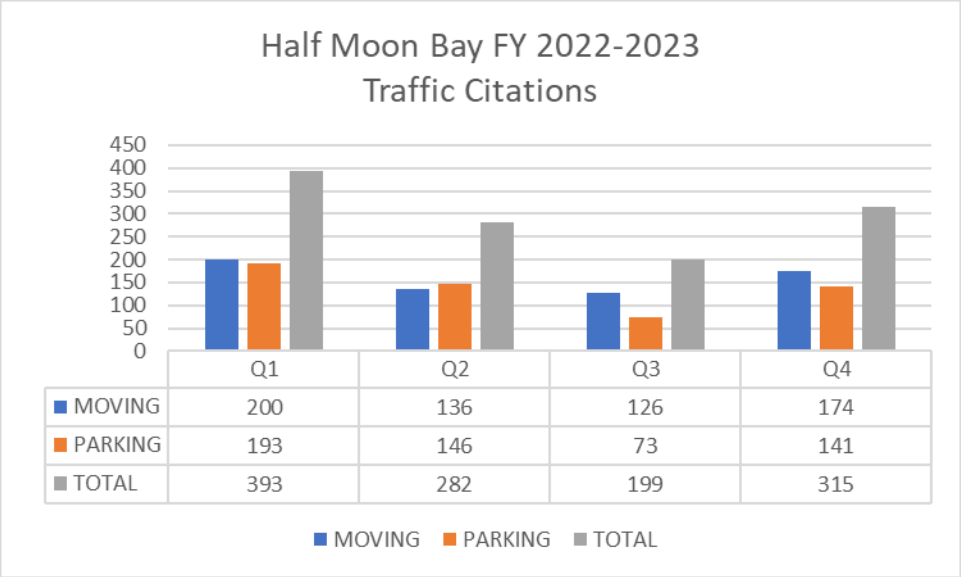


DRIVING UNDER THE INFLUENCE (DUI)



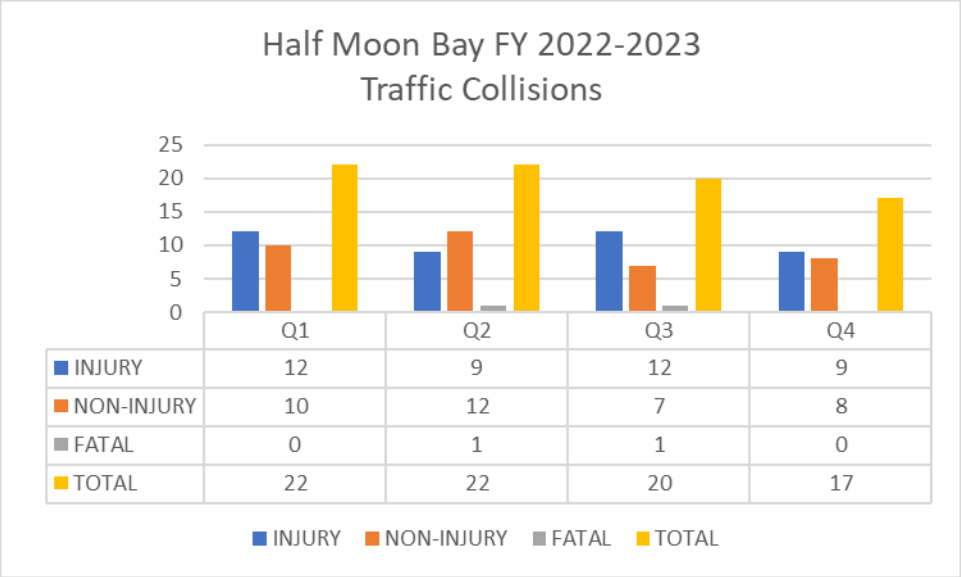


TRAFFIC CITATIONS



	Q1	Q2	Q3	Q4
MOVING	200	136	126	174
PARKING	193	146	73	141
TOTAL	393	282	199	315

TRAFFIC COLLLISIONS



	Q1	Q2	Q3	Q4
INJURY	12	9	12	9
NON-INJURY	10	12	7	8
FATAL	0	1	1	0
TOTAL	22	22	20	17

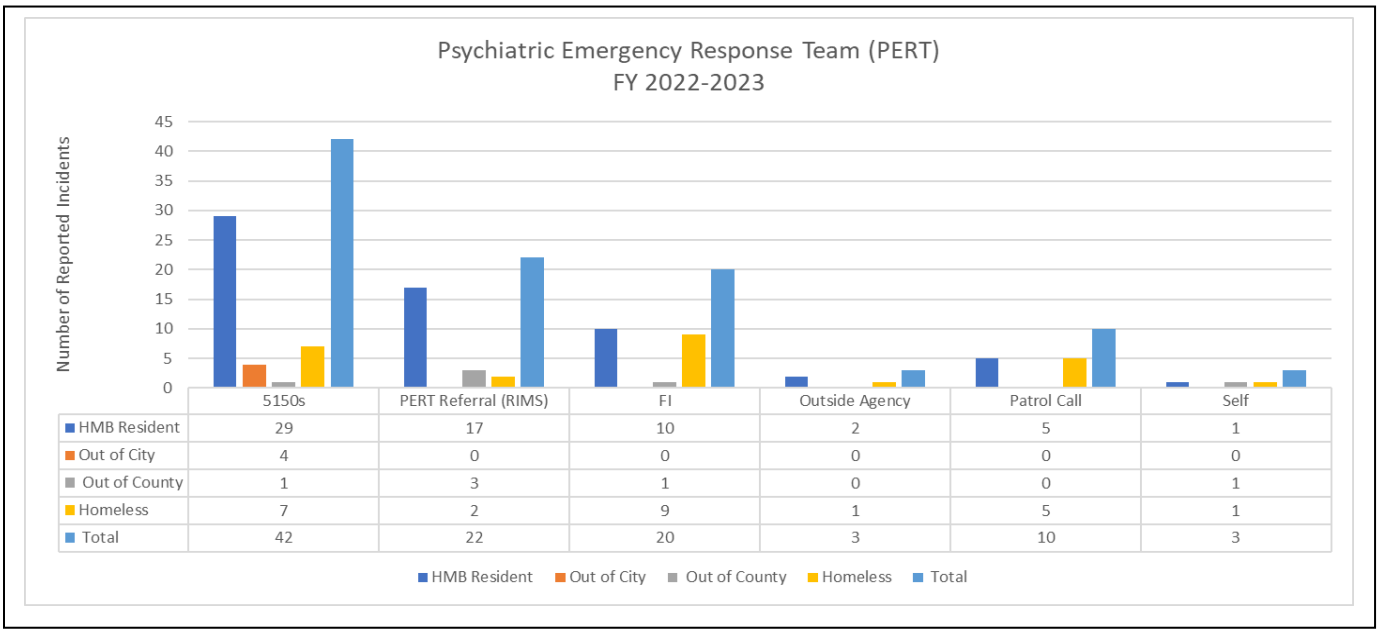
PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT)

The Psychiatric Emergency Response Team (PERT) is a partnership between the San Mateo County Sheriff's Office and San Mateo County's Behavioral Health and Recovery Services (BHRS). PERT's goal is to provide resources and support to individuals and families living with mental illness to help manage acute crises, reduce violent interactions and tragic outcomes involving law enforcement and those experiencing crises, reduce jail recidivism of those living with mental illness, and reduce psychiatric emergency hospitalizations by proactively diverting people to other applicable services and resources in the community. When the team was initially started in 2015, it consisted of one Sheriff's Office detective and one BHRS clinician. In 2019, PERT expanded to include two detectives and two clinicians.



PERT coordinates San Mateo County's Crisis Intervention Training (CIT) and Enhanced Crisis Intervention Training (ECIT). CIT was started in 2005 and is a foundational training focused on mental health systems, resources, recognizing signs and symptoms of mental illness, and de-escalation. ECIT started as a new course in 2021 that focuses on bringing modern best practices for mental health crisis response to law enforcement, which includes alternative strategies such as delayed contact, maintaining time and distance, disengagement, and teaching crisis communication techniques.

PERT reviews all mental health cases within the Sheriff's Office. This includes cases where an individual is determined to meet criteria for Welfare and Institutions Code 5150 (W&I 5150), which is an involuntary hold, by being a danger to themselves, danger to others, or gravely disabled. Patrol deputies also refer cases where mental health is suspected to be a factor, but the individual does not meet criteria for W&I 5150.



	5150s	PERT Referral (RIMS)	FI	Outside Agency	Patrol Call	Self
HMB Resident	29	17	10	2	5	1
Out of City	4	0	0	0	0	0
Out of County	1	3	1	0	0	1
Homeless	7	2	9	1	5	1
Total	42	22	20	3	10	3

CRISIS ASSISTANCE RESPONSE & EVALUTION SERVICES (CARES)

In March 2022, The City of Half Moon Bay launched the pilot program, Crisis Assistance Response and Evaluation Services (CARES). The CARES program is a community-based response team for low-level mental health crisis calls placed to San Mateo County Public Safety Communications (PSC). The City has contracted with a local nonprofit service provider, El Centro de Libertad, to pilot an alternative response to mental health-related 911 calls traditionally answered by fire, ambulance, or law enforcement. Service calls appropriate for the CARES team include welfare checks, suicidal ideation and other mental health distress, substance abuse, and low-level, nonviolent concerns related to behavioral health. The type of calls that would be targeted are those where there is no immediate threat of violence, or medical emergency.



CARES Leadership estimates they have taken and responded to well over 400 calls for service in Fiscal Year 2022-2023. The CARES team is an invaluable asset to Sheriff's Office patrol efforts in Half Moon Bay and have blended seamlessly with our Coastside Deputies. CARES team members are a very much appreciated addition to the level of care we can provide those in crisis or even just those having a rough day, who greatly benefit from CARES expertise, services and skill set.

PUBLIC SAFETY COMMUNICATIONS (DISPATCH)



COMMUNITY EVENTS WE HAVE DONE IN FISCAL YEAR 2022-2023…



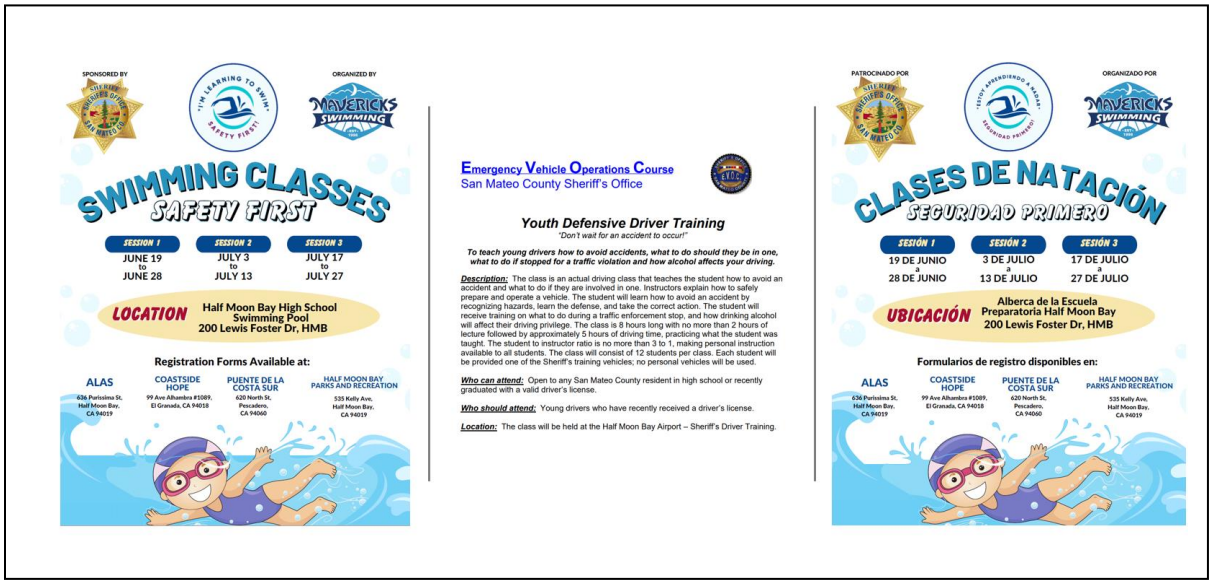
- Health Festival at Main Street Apartments
- CPR Workshop w/ the Red Cross at Main Street Apartments
- Booth at Sana San Health Forum
  During the months of November and December toys and books were collected, wrapped and distributed at the Cunha Intermediate School parking lot to more than 400 kids, and just in time for Christmas.
- Fentanyl Presentation at Half Moon Bay High School
- CARON distributed 80 purses with different toiletries and cosmetics inside as part of Mother's Day celebration. The purses were donated by Peninsula Hills Women Group and were provided to community members at Moonridge and Pillar Ridge.
- Coffee with the Chief at Café Society Coffee Shop
- School Resource Officer walking school campuses at lunchtime to interact and build relationships with the students.
- Outreach to those experiencing homelessness in conjunction with CARES.
- San Mateo County Sheriff's Office STAR Camp
- Dia del Nino Community Event with Moonridge Community members
- 2 events this year in partnership with the Safe Routes to School team and the California Highway Patrol – Bike Safety Day providing kids with free helmets, hosting a bike rodeo with a raffle for free bikes and bicycle maintenance provided by local business owners.
- Empowering young people program: providing youth with a safe environment in which they may grow. The program incorporates curriculum focusing on relationships, coping skills, self-esteem, and much more, including monthly field trips throughout the community.
- Junior Giants Baseball (June -August)
- Sheriff's Office CARON is part of the Coastside Collaborative Committee in which Youth Leadership Institute, ALAS, Coastside Hope, The Freedom Center, BHRS – Half Moon Bay Clinic, the City of Half Moon Bay, and the Half Moon Bay Library, among others participate.
- National Night Out
- In partnership with the Second Harvest Food Bank, we are able to provide food at no cost to kids participating in many of the community events we participate in and often provide them with food to take home to their families as well. For this fiscal year, we are proud to share we provided approximately 1500 pounds of food to approximately 2800 community members!







JUST SOME OF THE PROACTIVE WAYS WE ARE TRYING TO KEEP OUR COMMUNITY SAFE



This past Spring (2022) the San Mateo County Sheriff's Office published a transparency portal to better share with our community statistics relating to our calls for service, booking data, employee demographics, and much more! Feel free to use the link below to see what it's all about…

San Mateo County Sheriff's Office Transparency Portal



BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Economic & Community Vitality Manager
Julissa Acosta, Management Analyst

TITLE: **FARMWORKER MEMORIAL AND REMEMBRANCE ADVISORY COMMITTEE**

RECOMMENDATION:
Receive an update regarding the City Manager's plan to establish a Farmworker Memorial and Remembrance Advisory Committee to assist in the planning and development of a permanent farmworker memorial and remembrance ceremony to honor the victims of the January 23, 2023, mass shooting event and farmworkers in-general.

FISCAL IMPACT:
As this item only seeks input regarding the establishment of a Farmworker Memorial and Remembrance Advisory Committee, there is no fiscal impact. Once the memorial has been designed, staff will seek grants and other financial support and will return to council with any funding requests and contracts for development.

STRATEGIC ELEMENT:
This action supports the *Healthy Communities and Public Safety* and *Inclusive Governance* elements of the Strategic Plan.

BACKGROUND:
On January 23, 2023, the Coastside Community was left traumatized by a mass shooting that resulted in the death of seven farmworkers, leaving others physically and emotionally injured at two different locations in/and adjacent to the City of Half Moon Bay. The victims were all Mandarin and Spanish-speaking farmworkers who lived and worked at both farms.

Since the incident, City staff has worked tirelessly and collaborated with several government agencies and community-based organizations to assist those individuals and households most directly impacted by the event. City staff worked in partnership with the County of San Mateo, the D.A. Victim Services Division, and nonprofit organizations to provide emergency response services, temporary accommodations, long-term housing, transportation, access to mental health and other social services for the individuals and families who were displaced by the

shooting. On February 7, 2023, the City adopted a resolution to create a centralized victims and family support fund to address the long-term needs for survivors and next of kin of those whose lives were taken.

DISCUSSION:
The City of Half Moon Bay acknowledges the mix of emotions this event has brought to the Coastside community. We also recognize that each affected person in the community processes grief and loss differently. As directed by the City Council in its FY 2023-24 priorities, through development of a space that embraces healing and resilience, in the form of a farmworker memorial and remembrance ceremony, it is believed that friends, family members, and the community at large can remember and honor those who lost their lives.

Creating a thoughtful and inclusive memorial is a major undertaking. We also recognize the sensitivities of the subject matter and the diversity of those lost. As such, staff is seeking input and direction to proceed with creation of a Farmworker Memorial and Remembrance Advisory Committee (FMRAC) to ensure the process honors, respects and celebrates the lives of the seven deceased farmworkers. Through these elements, the City desires to demonstrate appreciation for the significant impacts of the farmworker community in Half Moon Bay and the greater Coastside region.

The purpose of the FMRAC is to engage a community-based group to inform the remembrance ceremony and formulate locational, design, process, and review criteria for the memorial. The City Manager has created an internal team that will oversee the work of the Committee, keep the City Council informed, and ultimately engage the community at appropriate times. As envisioned, staff will facilitate the FMRAC meetings and provide general support to inform the process based on learnings from other memorial projects and carefully honoring and respecting each culture. Staff and the FMRAC will prepare a schedule for completion of the work. The process is not necessarily intended to be completed to coincide with the one-year anniversary given the complexity and level of community engagement required.

Staff is planning to form a Committee with a maximum of twelve (12) members, including both the Asian Pacific Islander and Latino communities, and be drawn from the following:

- Min of 2, not to exceed 4 representatives from the farmworker community.
- 2 representatives from local Nonprofit organization partners
- 2 (at-large) community members
- Min of 2, not to exceed 4 relatives of victims, next of kin should those closest to event choose to participate in the Committee

For the purpose of this committee, preference will be given to Coastside residents.

Furthermore, staff is prepared to work closely with the victims' family members and next of kin who wish to contribute ideas but who may prefer to maintain some anonymity and not

participate in the FMRAC. We anticipate that many of those closest to the event will choose to contribute through a more private approach.

Staff is prepared to release applications for the FMRAC, starting Wednesday August 16, 2023, and running through Friday September 8, 2023. The City will provide multi-lingual application forms via the City website and in-person at City Hall. Staff will commence the planning process upon formation of the Committee and will present regular updates on both tasks at City Council meetings.

Additionally, as the plans for the memorial develop, City staff will work on cost estimates, identifying funding opportunities, and provide regular updates to the City Council and community.

ATTACHMENT:
Farmworker Memorial and Remembrance Advisory Committee Guidelines

Farmworker Memorial and Remembrance Advisory Committee (FMRAC) Guidelines

Background

On January 23, 2023, the Coastside community was traumatized by a mass shooting event that killed seven farmworkers and left others physically and emotionally injured at two locations in Half Moon Bay and the adjacent unincorporated San Mateo County. The victims were all Mandarin and Spanish-speaking farmworkers who lived and worked at both farms.

The City of Half Moon Bay recognizes the complex mix of emotions this event brought to the community and wishes to provide a lasting memorial where we can all remember and honor those who lost their lives in a space that embraces healing and resilience.

In order to ensure the memorial design process is respectful and culturally appropriate, a Farmworker Memorial and Remembrance Advisory Committee will be established to provide guidance and feedback. The City is seeking a diverse group of individuals from the community to consider for the FMRAC. The committee will consist of community members who are connected to or who represent the Coastside farmworker community and who wish to participate in the memorial development process.

Committee Purpose

The purpose of the FMRAC is to inform and establish the criteria and guidelines for the selection of the Farmworker Memorial's final design and location that will honor the lives of the seven farmworkers who lost their lives on January 23, 2023.

Proposed activities for this advisory committee include:

- Develop recommendations for selecting the location and inform the design of the future memorial.
- Inform the design process through a culturally respectful lens.
- Review and evaluate RFQ submissions.
- Present a final design recommendation.
- Serve as communication liaisons with community stakeholders on activities relevant to the memorial.

Please note that confidentiality protections remain at the forefront, and the FMRAC is not a venue to discuss any specifics details or private information relating to the deceased or their family members.

Meeting Frequency

- The tentative timeframe for the committee to be established is in August-September 2023.
- Monthly meetings will be held beginning on the implementation date until evaluation of the RFQ process is finalized.
- The RFQ evaluation process will be determined at a later date.
- Meetings are not anticipated to exceed 90 minutes in length.

Committee Membership

The committee membership will consist of a maximum of twelve (12) members, with representatives including both the Asian Pacific Islander and Latino communities, and be drawn from the following:

- Min of 2, not to exceed 4 representatives from the farmworker community.
- 2 representatives from local Nonprofit organization partners
- 2 (at-large) community members
- Min of 2, not to exceed 4 relatives of victims, next of kin should those closest to event choose to participate in the Committee

For the purpose of this committee, preference will be given to Coastside residents.

A focus group will be established for those who wish to contribute ideas but would like to keep their identities private. The focus group will be comprised of non-committee members interested in contributing to the FMRAC process.

Committee Structure and Roles

The City of Half Moon Bay will serve as staff for the Farmworker Memorial Advisory and Remembrance Committee and meeting management. Recommendations from the FMRAC will be presented to the Half Moon Bay City Council for consideration.

Application Process

The City of Half Moon Bay will accept applications for the Farmworker Memorial Advisory and Remembrance Committee (FARMC) through the City's website. Paper applications will also be available on-site at City Hall, 501 Main St. Half Moon Bay, CA 94019

Applications to join the FMRAC will open on Wednesday August 16, 2023, and close on Friday September 8, 2023.

As part of the application review and consideration process, staff may follow up with each applicant to set up a brief virtual interview. Staff will make final determinations on which candidates are selected to participate in the FMRAC.

For more information, please contact Julissa Acosta at jacosta@hmbcity.com or 650-750-2010

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 15, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Veronika Vostinak, Public Works and Sustainability Programs Manager

TITLE: **CLIMATE ADAPTATION PLAN CONTRACT AWARD**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a professional services agreement with Integral Consulting, Inc to develop a Climate Adaptation Plan in an amount not to exceed $200,000.

FISCAL IMPACT:
The FY 2023-24 CIP budget includes $200,000 to secure consultant assistance to draft and adopt a Climate Adaptation Plan (1002).

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

BACKGROUND:
The City Council identified environmental sustainability as one of five priorities starting in FY 2019-20 and remains a priority through FY 2023-24. In response to this commitment, the City Council adopted the City's first Sustainability Implementation Plan (SIP) in November 2019 to prioritize staff projects for FY 2019-20 and 2020-21. In September 2020, the City Council adopted an updated SIP prioritizing sustainability-related projects and programs through FY 2023-24.

Between October 2019 and January 2020, staff completed the Climate Action and Adaptation Plan (CAAP) Outreach Pilot Project, which was funded by a $60,000 grant from the San Mateo County Office of Sustainability (OOS) as part of the SB-1 Caltrans Adaptation Planning Grant. Staff worked with local community-based organizations (CBOs), to conduct 15+ climate change outreach events to youth, senior and Latinx populations. Events included focus groups, movie screenings, mural paintings, climate change presentations and workshops, a virtual reality

experience, and facilitated discussions. The data gathered from these events were then presented to the City Council on January 21, 2020.

Following the City Council meeting, staff issued a request for proposals (RFP) on January 28, 2020, for a CAAP-writing consultant. Due to economic hardships related to the COVID-19 pandemic, staff pursued alternative options to develop the CAAP, leveraging resources available through the City's participation in the Regional Integrated Climate Action Planning Suite (RICAPS) program. A significant portion of FY 2021-22 involved community outreach, drafting of regulations and adoption of ordinances addressing de-carbonization and electrification which was supported by the RICAPS program.

Unfortunately, the resources available through the RICAPS program are solely focused on greenhouse gas emission mitigation or "climate action" strategies and do not include sufficient resources regarding climate adaptation-related assessments and actions. As such, City Staff has proceeded with separating the CAAP into two distinct processes; first approval of the policy focused Climate Action Plan and later approval of a separate, complimentary Climate Adaptation Plan. The draft Climate Action Plan was released for public review on December 22, 2022, and will be presented to the City Council for feedback before adoption in the coming months.

DISCUSSION:
Recent years have demonstrated that climate change impacts are visible today in Half Moon Bay. Greenhouse gas emissions are contributing to fog reduction, increased heat, sea level rise, erosion, wildfire, risk of drought, and flooding. The Climate Adaptation Plan will include a climate hazard vulnerability and risk assessment and ultimately outline clear, actionable strategies that will serve as the City's roadmap to adapt to a changing climate.

The FY 2023–24 CIP budget includes $200,000 to secure consultant assistance to draft and adopt a Climate Adaptation Plan (1002).

Consultant Selection
On April 24, 2023, staff issued a Request for Proposals (RFP) to complete a Climate Adaptation Plan. On May 31, 2023, the City received six (6) proposals from interested firms: APTIM, Cascadia Consulting Group, Integral Consulting, LTL Schock Group, MIG, and Rincon Consultants. City Staff thoroughly reviewed each of the proposals and identified a short-list of the three best qualified consultants to interview.

Interviews with the top three scoring firms were held the week of June 26, 2023, and based on the rankings from the review committee (comprised of three City Staff members), Integral Consulting was determined to be the best fit for the project due to their unique experience with climate hazard assessments in Half Moon Bay and their innovative approach to engagement.

Staff is recommending that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Integral Consulting, to complete a Climate Adaptation Plan in an amount not to exceed $200,000.

ATTACHMENT:
Resolution

RESOLUTION NO. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INTEGRAL CONSULTING, INC. TO DEVELOP A CLIMATE ADAPATATION PLAN IN THE AMOUNT OF $200,000

WHEREAS, the City Council identified environmental sustainability as one of the top five priorities starting in FY 19-20 and resulted in the adoption of the City's first Sustainability Implementation Plan in November 2019; and,

WHEREAS, Between October 2019 and January 2020, staff completed the Climate Action and Adaptation Plan (CAAP) Outreach Pilot Project, with city staff working with local community-based organizations to conduct 15+ climate change events to youth, seniors and the Lantinx populations and resulting in the presentation of the data gathered from the groups at the January 21, 2020, City Council meeting; and

WHEREAS, the draft Climate Action Plan was released for public review on December 22, 2022, which will be presented to the council in the fall of 2023; and

WHEREAS, On Monday April 24, 2023, staff issued a Request for Proposals (RFP) to complete a Climate Adaptation Plan. On Wednesday, May 31, 2023, the City received six (6) proposals from interested firms with interviews to the top three (3) firms; and

WHEREAS, Interviews with the top three scoring firms were held the week of June 26, 2023, and based on the rankings from the review committee (comprised of three City Staff members), Integral Consulting was determined to be the best fit for the project due to their unique experience with climate hazard assessments in Half Moon Bay and their innovative approach to engagement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Professional Services Agreement with Integral Consulting, Inc. to develop a Climate Adaptation Plan in the amount of $200,000.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 15th day of August 2023 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Deborah Penrose, Mayor

Attachment 2

HALF MOON BAY CLIMATE ADAPTATION SCOPE AND TIMELINES

Tasks and Deliverables

Task 1. Project Management

This first task will set the stage for the entire contract period, confirming the broad approach provided here and determining the detailed elements to develop the Climate Adaptation Plan.

1.1 Project Management Plan

The Integral team will generate a draft and final project management plan (PMP) that will include an outline of the project approach, key decisions to gain buy-in with the City (e.g. sea level rise scenarios, data sources, key plans and references, etc.), and confirmation of the key City assets and which departments have responsibilities for monitoring and implementing adaptation. This PMP will also clarify the public review process and outline a project schedule.

Outcomes/Deliverables: A project management plan in draft and final form, agendas for monthly check-in calls with an email follow up listing action items.

Assumptions: City will support identifying references and stakeholders, participate with appropriate City staff in meetings, and provide a consolidated set of comments on the draft PMP.

1.2 Biweekly (or Monthly) Meetings

The Integral team proposes to hold a consultant/City team kickoff meeting as well as subsequent check-in meetings once a month for the duration of the project, with multiple additional team meetings around major project milestones. The **kickoff meeting** will confirm project goals and objectives, refine and update the schedule, discuss the deliverables, and identify stakeholders and their meeting schedule. The **check-in meetings** will serve to coordinate work efforts, provide updates on scheduled deliverables, and prepare for project milestones. These meetings will generally be 30 minutes to an hour and held online. Larger team meetings will be scheduled over the course of the project and will serve to review materials and provide feedback on project deliverables and provide a time to coordinate and prepare for outreach and stakeholder engagements.

Task 2. Outreach and Engagement

2.1 **Finalize the Community Engagement Plan, Including Strategies to Identify and Reach Additional Population Groups for Input in the Climate Adaptation Plan**

A Community Engagement Plan (CEP) provides a clear path and guide for effective and comprehensive stakeholder involvement that is tied to equity, community values, planning goals and objectives. We will build upon the outline version provided in the section above.

Outcomes/Deliverables: An approach for successfully engaging a variety of stakeholders and community groups and identification of local events such as Coastside Farmers Market, Summer Concert Series, Shakespeare in the Park, Half Moon Bay Art and Pumpkin Festival. A timeline of outreach strategies and a plan to coordinate with engagement ambassadors and project press releases.

Assumptions: City staff will help identify the appropriate individuals and stakeholder groups to act as engagement ambassadors and assist in the broadcasting of public events. Some examples of groups that could be considered include California State Parks, San Mateo Resource Conservation District (RCD), Coastside Land Trust, Peninsula Open Space Trust, Midpeninsula Regional Open Space District, Amah Mutsun Tribal Land Trust, Abundant Grace, and nonprofit organizations such as Ayudando Latinos a Soñar, Sea Hugger, and Senior Coastsiders to name a few.

2.2 Deliver the Community Engagement Plan Established in Task 2.1

Building on the Task 2.1 activities, the team will work closely with the City to schedule and deliver the community engagement plan. Activities, materials, and strategies will be refined for each engagement window, adjusting and adapting to the needs of the project as needed. Below are the anticipated outcomes for each round of engagement.

Understanding Vulnerabilities:

- Issues and Citizen Science Mapping (What I love and what I want to protect)
- Vision and Goals

Developing Strategies:

- Community Values
- Refining and clarifying focus areas and strategies

Refining Priorities and Planning Implementation:

- Determining priorities

Adopting the Plan:

- Understanding the implementation and pathways
- Learning how the plan will increase community resilience

Outcomes/Deliverables: For each engagement window the Team provide a range of outreach tools tailored to the project needs including, but not limited to updated web content (including information on the project), social media posts, assistance with concise press releases, outreach, and flyers.

2.3 Plan, Facilitate, and Lead up to Ten (10) Community Engagement Meetings

We understand that coastside residents, or “Coasties,” are an active and engaged citizenry who are invested in planning for its future. The team understands that community engagement is a critical component of the climate change adaptation planning process, and the process serves to inform the community, encourage discussion, and solicit input throughout the process, as well as to motivate people to think about robust climate resilience. We have budgeted for 10 meetings and will refine the number and approach to these meetings with the City to ensure we meet the goals of the project.

The team will lead up to ten community engagement meetings within four comprehensive stakeholder engagement “windows.” As illustrated in the process graphic and in the preliminary engagement plan, each window will involve a series of activities to reach all the key stakeholders in the City. Activities will likely be a combination of small group meetings and roundtable meetings for engaged stakeholders, as well as a workshop and online information for broader community

outreach. We also recommend the addition of a digital engagement element to accompany each window so those who cannot attend a meeting have an opportunity to learn and provide information.

Outcomes/Deliverables: Preparation and participation in up to ten community engagement events

Task 3. Vulnerability and Risk Assessment

3.1 Vulnerability and Risk Assessment Summary

While climate change has the potential to impact all community members and a multitude of natural, managed, and built assets, some community members and assets will be more affected than others. The goals of the Plan Half Moon Bay Sea Level Rise Vulnerability Assessment, Draft Climate Action Plan, and other plans were to map assets and future risk scenarios, assess vulnerabilities, build awareness, and provide a roadmap for future action. Key additional documents to be reviewed will be the Local Hazard Mitigation Plan, the Capital Improvement Plan, and the recently certified Local Coastal Program.

Our approach for this task is to first digest the existing body of reports and policies and summarize the vulnerable assets and possible management strategies, and to identify any data gaps as well as key City assets at risk from each of the climate hazards. Climate hazards to be considered in support of the ongoing community initiatives around energy resiliency and emergency preparedness include the following:

- Sea Level Rise and Coastal Storms
- Emerging Groundwater
- Precipitation and Fluvial Flooding
- Drought and Water Supply
- Wildfire
- Landslides and Debris Flows
- Air Quality
- Extreme Heat

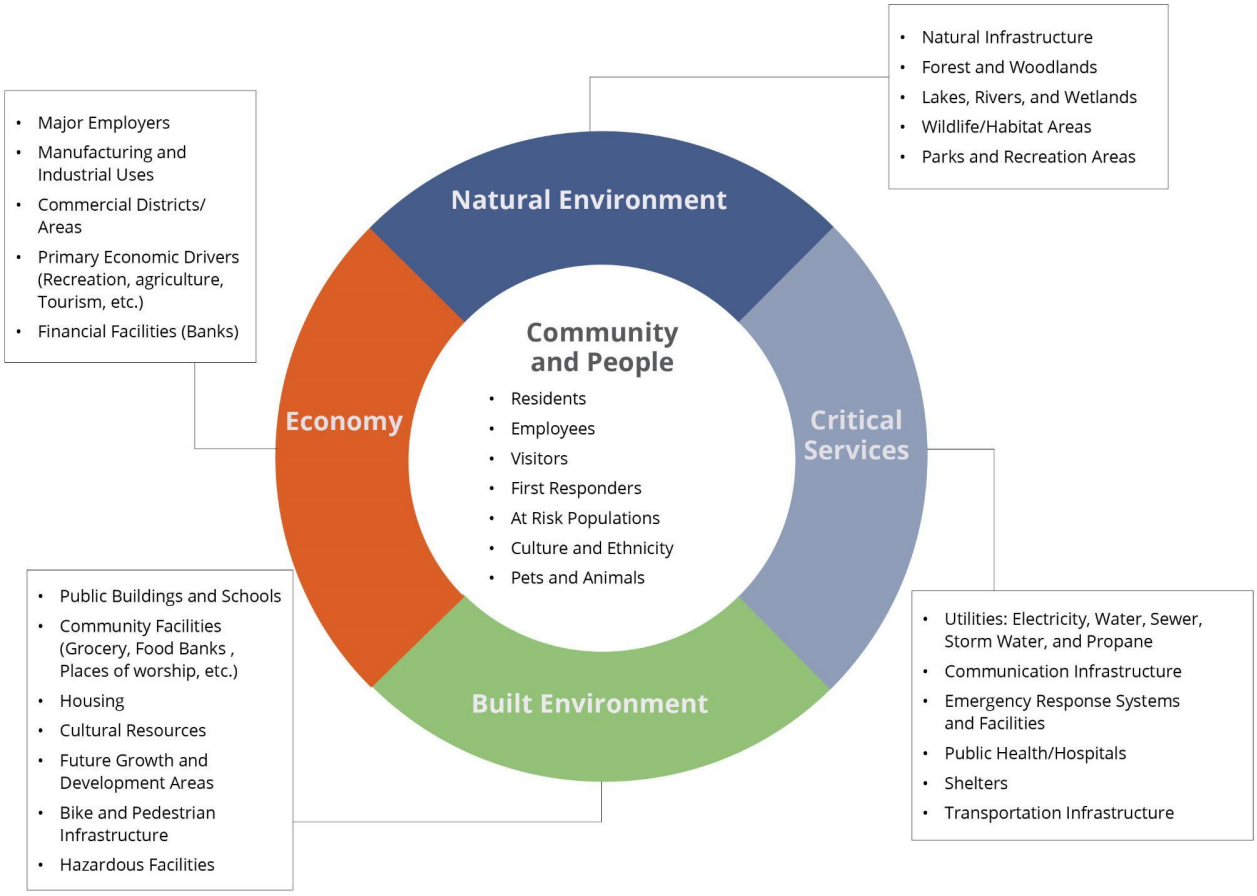
Where gaps in the existing vulnerability assessments have been identified, the team will explore climate change data sets such as CalAdapt, and fire risk tools from the Landscape Fire and Resource Management Planning Tools (LANDFIRE). This may also require outreach to regional partners such as One Shoreline, Office of Emergency Services, CalFIRE, special districts, other City departments, MidPen Open Space District, the RCD, and other important management agencies to fill knowledge gaps and understand current efforts.

The potential social impacts on the community need careful consideration. Once the team has obtained the best available climate data for each hazard, we will evaluate population impacts using American Community Survey Census data and CalEnviroScreen 4.0 to provide a screening-level assessment of social vulnerabilities, particularly to disadvantaged populations. This screening analysis will allow the team to identify vulnerable neighborhoods and populations living in the City. A more detailed look at other populations that either work or play in HMB through a more detailed equity analysis can be included in the optional Task 7.

Once the full set of vulnerabilities are identified by climate hazard, these will be categorized into asset types—including the natural environment, built environment, economy, and critical services. The Integral team will review and digest these existing documents and working with the City collate a list of climate adaptation programs, adopted policies, and actions that are in place currently.

Following this, a prioritization of the vulnerabilities will be conducted with input from the city and community based on the criticality of each individual asset, and the significance to the community and economy. From this vulnerability analysis and community engagement, focus areas will be identified. These focus areas will help the City develop adaptation strategies that target places, assets, and people with the highest needs (examples in Task 4). Focus areas could be centered around asset groupings (ecosystems, frontline communities, economic drivers), highly vulnerable geographic areas (areas with overlapping climate hazards), or regional systems (wastewater infrastructure).

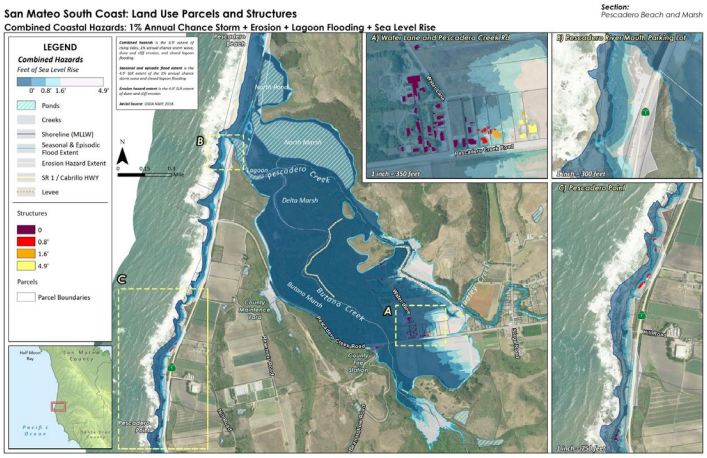
For each focus area, a summary of the problem, opportunities, and challenges will be communicated to the city and community to gain their perspectives and vision. With this clearly stated problem for each area, adaptation strategies can be tailored to improve resiliency and strive to achieve multiple objectives at the same time.



Asset categories (figure from BluePoint Planning)

3.2 Vulnerability and Risk Maps

The results of the Vulnerability Assessment will be communicated through vulnerability and risk maps. The first phase of this task involves the development of a map template so that all vulnerability and risk maps for the entire City, and select focus areas, achieve consistency and clarity. The template will be circulated early in the process for feedback and then used in the development of all vulnerability and risk maps in the project.



City wide maps will be made for each climate hazard and displayed by planning horizon (e.g. 2030, 2070, 2100). In addition to citywide maps, focus area maps may be developed based on planning areas, neighborhoods, or areas with significant acute hazards. Each map will indicate the areas affected by hazards, as well as the assets at risk and the sensitivities to those hazards. The overall presentation and organization of the maps will be agreed upon during the key decisions process of Task 1.1.

A combined climate hazard layer that encompasses an overlay of each climate hazard by horizon will also be produced. This overlay map can be presented as a 'heat map' where overlapping hazards and sensitivities to those hazards from threats such as extreme temperatures and precipitation, the increased threat from wildfire, rising sea level rise, and coastal storms are displayed simultaneously.

Outcomes/Deliverables: A draft and final Vulnerability and Risk Assessment Summary presented in PowerPoint format, a 2-page written summary of the findings, and a set of draft and final vulnerability and risk maps of the city by climate hazard category as well as focus area maps. GIS data will be made available.

Assumptions: The city will support the Team by providing all available GIS data as well as facilitating data collection from other entities.

Task 4. Recommended Adaptation Strategies

Building from the City's Climate Adaptation Plan, we will work with the community to establish a new or refined vision and goals for the Adaptation Plan. Well-designed goals are an important tool to ground the Adaptation Plan in the community values and ensure that implementation is supported. The Plan's **Vision and Goals** will serve as a touchpoint throughout the rest of the project to orient stakeholders and the City to what the focus of the Plan should be.

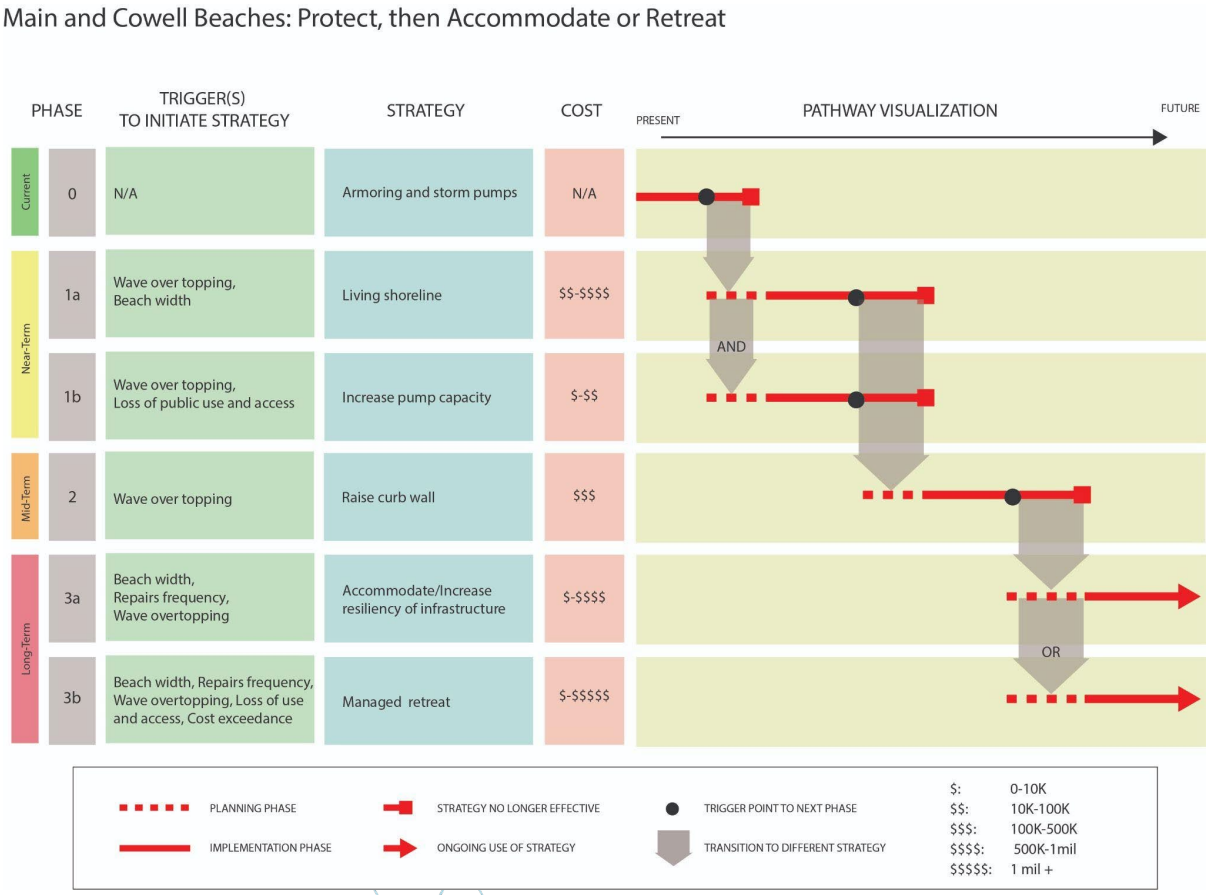
4.1 List of Recommended Adaptation Strategies

Based on the results of the vulnerability assessment, the team will identify central issue areas, key climate hazards affecting the city, and focus areas to create adaptation strategies.

Adaptation strategies will be focused and designed to be implementable, particularly those that are most applicable in the short- or mid-term. Instead of a long list of unprioritized strategies, the Integral team will help to curate the list of strategies so that they are designed for high impact and are those for which the city has jurisdiction and control. Using the concept of pathways and triggers, the team will present longer-term strategies as a series of choices and approaches that will adapt based on changing conditions.

With input from the City and stakeholder groups, the Integral team will work to identify strategies with multiple benefits and that address multiple vulnerabilities for both the most acute at-risk areas and facilities within the city, as well as for the City as a whole. The most acute at-risk focus areas and facilities represent a complex web of departmental priorities that must work in unison if mitigation and adaptation measures are to be successful. Often these areas may have shared jurisdictions and areas of influence (Sewer Authority Mid-Coastside, Coastside County Water District, etc.). Other areas such as Hwy 101 and non-city-managed infrastructure will be tagged as critical areas for building partnerships and creating influence for change.

As part of the initial report review in Task 3, we will consolidate any proposed adaptation or management recommendations, noting the thresholds or tipping points of vulnerabilities that indicate when risk to the assets increases dramatically. As the team considers the most feasible and implementable adaptation strategies, we will determine the lead time necessary to implement each strategy, so that an **adaptation pathway approach** can be developed.



Adaptation Pathway to Sea Level Rise for Main and Cowell Beach in Santa Cruz

Adaptation pathways lay out a series of adaptation measures or steps to be taken over time while acknowledging that there are substantial levels of uncertainty related to the timing and magnitude of each climate hazard. Triggers are events or measurable changes that are routinely tracked and when they reach a certain level catalyst planning for the next adaptation step. The lead time to implement each strategy is then used to work backwards from the damage thresholds that the community wants to avoid. For example, at Miramontes Point, it was identified that with 4 feet of sea level rise, the Coastal Trail could be severely impacted. To realign the trail may take 10 years to acquire easements, conduct an environmental review, obtain permits, finance and construct the new trail. Therefore, a trigger should be identified such as the distance of the cliff edge to the Coastal Trail, so that the necessary planning, permitting and implementation can occur in advance of an emergency response. Each focus area will have a focused adaptation pathway developed.

The monitoring of triggers should not be an expensive burden but rather tied into routine city activities or easily measurable things (like rain gages or tide stations) that when done consistently over time can lead the City to long term resiliency while providing the community with a sense of what will be happening over time. Plans and policies can be used to codify these future steps and help guide future investment and development while reducing city liabilities. These efforts will provide a strong foundation to identify actionable adaptation strategies at scale with the understanding that facilitating collaboration is a long-term effort. At each new planning step, community vision can be reaffirmed and changes in direction made. The Adaptation Decision Support Tool described below will allow the City to confirm the communities' priorities and preferences and update the tool to help decide on future directions.

Every adaptation measure has secondary consequences. These secondary consequences must be considered in the planning of adaptation pathways to avoid causing impacts to other assets or resources or closing off future adaptation options. For the full range of strategies, the Team will describe the potential secondary consequences that may otherwise have unintended impacts. In some cases, these secondary consequences may be beneficial. Those types of adaptation measures tend to have multiple benefits and would be a natural way to prioritize measures. For example, a relocation measure may create opportunities for habitat restoration and incorporating nature into infrastructure and urban spaces. In addition to the mental health benefits, these strategies have many co-benefits in an increasingly warmer and water-stressed world, in terms of absorbing runoff, increasing carbon in the soil, providing cooling from shade and evapotranspiration, and reducing air pollution by absorbing harmful gasses such as ozone and nitrogen dioxide.

The Integral team will help guide adaptation measures that build on the efforts of previous initiatives and identify appropriate adaptation steps over time to address the climate hazards and physical and social vulnerability from Task 3 (and Task 7 if available). It is important to ensure that the distribution of benefits and losses associated with each adaptation option is assessed relative to their impacts on different communities, including those that are most vulnerable or have the least adaptive capacity. Following input from community engagement, the highest priority measures consistent with the principles and community vision will be prioritized.

The team will utilize a Microsoft ® Excel spreadsheet decision support tool to evaluate, weigh different criteria, and rank potential strategies for adaptation. The tool will assist in thinking through potential outcomes of implementation strategies such as available community resources, community behavioral components such as the buy in, and downstream and secondary effects

such as impacts to biological communities or natural resources. The tool will be usable by the City if they want to change weightings or prioritizations in the future. As the team identifies a list of high-priority projects for the different focus areas, these will be presented to the City and community and further refined with feedback from stakeholders.

Underlying the decision support tool is a methodology for assisting the team in understanding community concerns, relationships between opportunities and constraints, and identifying specific strategies that can be tailored to those concerts. This methodology involves discovery, systems charting, and unit testing.

Discovery takes place through the earlier outreach and engagement and vulnerability assessment process and will be rooted in equity to ensure the voices of underrepresented communities are heard. Soliciting feedback from local knowledge holders to determine the locations where concerns lie is an important part of this process and can be informed from both in-person events, and from a citizen science engagement survey and mapping program utilizing ArcGIS Survey 123. **Systems charting** involves synthesizing these areas of concern to identify the relationships between the interconnected risks and vulnerabilities, as well as the potential opportunities and constraints of any adaptation measures. Finally, **unit testing** involves analyzing each location of concern and refining the list of potential adaptation strategies. Each strategy will be analyzed for its potential costs and benefits, secondary consequences as well as the benefits related to reducing vulnerabilities for other locations.

The prioritization of adaptation strategies may include the feasibility (cost plus regulatory viability), secondary consequences, ability to address multiple climate hazards, equity criteria, as well as the ability of the City to address the asset vulnerability directly, including strategies that reduce carbon, restore natural resources, promote housing affordability, and have adaptive capacity. The highest priority will be given to those consistent with the Vision and Goals, supported by the community, and that the City can implement at low cost.

Outcomes/Deliverables: A comprehensive list of adaptation strategy ideas and priorities, organized by Focus Areas. A refined list of adaptation strategy ideas with criteria scores sorted by rankings. An adaptation decision support tool in Excel format showing the comparison between adaptation measures over time for the focus assets and areas.

4.2 Review and Identification of Long-term Funding Opportunities for Strategies Identified in Task 4.1

Integral's economic team has experience in the design of funding arrangements for the financing of expensive engineering and planning interventions in response to climate change impacts and identified vulnerabilities. This includes calculating appropriate special levy or rating structures for improvement districts or entire jurisdictions while ensuring that any proposed funding mechanism is based on sound economic principles, incorporates consideration of equity, and reflects the regulatory context.

The team also has experience in the identification and quantification of nontraditional funding options that could potentially supplement traditional sources such as taxes and levies. They are concurrently completing an assessment of financing and funding options for climate-related impacts for the State of Hawaii. Options to be considered include bonds, transferable property rights arrangements, value uplift property taxes, and title-linked financing agreements. The team

has extensive permitting experience within California, and an appreciation for the complexity of this process as it pertains to coastal management and climate adaptation.

Outcomes/Deliverables: Funding Strategy Toolkit.

Task 5. Prepare Draft Climate Adaptation Plan

5.1 Provide Digital (WORD) Version and Digital (PDF) Version of Two (2) Administrative Drafts and a Screen Check Draft to City Staff

The Team will work with the City to identify an adaptation plan format that meets its objectives, budget, and needs, and also be a useful reference and tool for interested partners, stakeholders and community members. To maximize the budget available for the project's technical analyses and outreach, the Team proposes to provide a single administrative draft, followed by a public draft that has incorporated a consolidated set of comments and feedback. To facilitate the community outreach, the executive summary will be in the form of a Microsoft® PowerPoint presentation with a voice over suitable for uploading. Longer narrative and detail will be provided in a Microsoft® Word document and catered to internal City needs.

Outcomes/Deliverables: Digital versions of an administrative draft and a public draft with the executive summary consisting of a PowerPoint presentation with a voice over that is suitable for uploading.

Task 6. Finalize Climate Adaptation Plan

6.1 Prepare Reports and Presentation Material for the Four (4) Anticipated Public Hearings, Including the Presentation to the City Council for the Adoption of the Climate Adaptation Plan

Following completion of the draft Climate Adaptation Plan, the team will attend up to four public hearings to present its report and findings, solicit input, and incorporate revisions based on a single consolidated set of comments received from the City. The team will assist City staff in preparation for decision-making hearings. The team's Principal-in-Charge, Dr. Revell, and outreach and engagement lead Mindy Flynn Craig will attend the City Council hearings and will be available to address technical questions from decision-makers during the hearing.

Outcomes/Deliverables: Meeting attendance at up to four public hearings and presentation materials.

6.2 Revise the Climate Adaptation Plan Based on Input from the City Council, City Staff, and the Community as Appropriate

Based on feedback from the public hearings, the team will make necessary revisions to the public review draft based on a single consolidated set of comments received from the City and prepare a final Climate Adaptation Plan.

6.3 Provide One (1) Digital (WORD) Version and One Digital (PDF) Version of the Final Climate Adaptation Plan to City Staff

Outcomes/Deliverables: Digital versions of a Final Climate Adaptation Plan that has incorporated feedback from the public hearings and a consolidated set of comments from the City.

Project Schedule

CITY OF HALF MOON BAY		2032					2024											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CLIMATE ADAPTATION PLAN TIMELINE																		
Task 1	Project Management																	
Task 2	Outreach and Engagement																	
a	Public Hearings (Council/Planning)																	
Task 3	Vulnerability and Risk Assessment																	
Task4	Recommended Adaptation Strategies																	
Task5	Prepare Draft Climate Adaptation Plan																	
Task6	Finalize Climate Adaptation Plan																	

COST PROPOSAL

The following budget is a detailed line-item estimate of what we believe the tasks in the RFP will require. The totals are close to alignment with the allocated budget identified in the RFP, resulting in an overall cost of $199,820. We recognize that if additional grant funds are secured for the Optional Task 7 Deliverables, this cost proposal will be expanded. We anticipate discussing specifics with the City if chosen.

Cost Estimate
Integral Team Labor and Expenses

		Integral Consulting Inc.						Blue Point Planning		
	Staff Name	**D. Revell**	**M. Jamieson**	**D. Anning**	**R. Taylor-Burns**	**N. Breen**	**C. Lester**	**M. Craig**	**B. Hutner**	**Total Labor Price**
	Staff Title	**Principal-in-charge**	**Project Management and Scientist**	**Economics**	**Scientist**	**Publications Support**	**Sr. Policy and Economics**	**Outreach and Engagement**	**Outreach and Engagement**	
	Hourly Billing Rate	**$265**	**$205**	**$250**	**$165**	**$140**	**$265**	**$200**	**$135**	
	Task Number/Description									
Task 1	***Project Management***	**17**	**34**	**0**	**4**	**0**	**6**	**9**	**22**	**$ 18,495**
1	Kick-off Meeting	1	2				1	2	2	$ 1,610
2	Project Management Plan	2	4				1	1	4	$ 2,355
3	Climate Adaptation Plan Goals and Objectives	4	4		4		4	4	8	$ 5,480
4	Bi-weekly Meetings	10	24					2	8	$ 9,050
Task 2	***Outreach and Engagement***	**16**	**36**	**0**	**0**	**0**	**5**	**60**	**136**	**$ 43,305**
1	Finalize the Community Engagement Plan	2	2				1	4	16	$ 4,165
2	Outreach and Engagement Tools and Support	4	14				4	16	60	$ 16,290
3	Plan, Facilitate, and Lead up to Ten (10) Community Engagement Activities	10	20					40	60	$ 22,850
Task 3	***Vulnerability and Risk Assessment***	**12**	**44**	**0**	**60**	**0**	**0**	**8**	**16**	**$ 25,860**
1	Vulnerability and Risk Assessment Summary	8	20		60			8	16	$ 19,880
2	Vulnerability and Risk Maps	4	24							$ 5,980
Task 4	***Recommended Adaptation Strategies***	**14**	**20**	**28**	**14**	**0**	**20**	**16**	**28**	**$ 29,400**
1	List of Recommended Adaptation Strategies	8	20	8	14		10	8	24	$ 18,020
2	Review and Identification of Long-term Funding Opportunities for Strategies	6		20			10	8	4	$ 11,380
Task 5	***Prepare Draft Climate Adaptation Plan***	**8**	**40**	**8**	**40**	**8**	**12**	**20**	**40**	**$ 32,620**
1	Draft Climate Adaptation Plan	8	40	8	40	8	12	20	40	$ 32,620
Task 6	***Finalize Climate Adaptation Plan***	**18**	**24**	**6**	**16**	**4**	**22**	**12**	**48**	**$ 29,100**
1	Prepare Reports and Presentation Material for 4 Public Hearings	10	8	4	4		10	4	24	$ 12,640
2	Revise the Climate Adaptation Plan	4	12	2	4	4	8	4	12	$ 9,780
3	Final Climate Adaptation Plan	4	4		8		4	4	12	$ 6,680
Total Hours		85	198	42	134	12	65	125	290	
Subtotals - Labor Costs		$ 22,525	$ 40,590	$ 10,500	$ 22,110	$ 1,680	$ 17,225	$ 25,000	$ 39,150	**$ 178,780**
Labor Costs										$ 178,780
	Task 0: Project Management (6% on Labor)									$ 10,727
	Subconsultant Mark up (10%)									$ 8,138
	Expenses (Project supplies and mileage)									$ 2,175
TOTAL PROJECT PRICE										**$ 199,820**

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: A**ugust 15, 2023**

TO: Honorable Mayor and City Council

FROM: Matthew Chidester, City Manager

TITLE: **UPDATE AND DISCUSSION OF CHAPTER 3.300 (MINIMUM WAGE) IN THE HALF MOON BAY MUNICIPAL CODE**

RECOMMENDATION:
Receive an update and hold a discussion of the Chapter 3.300 (Minimum Wage) of the Half Moon Bay Municipal Code, the City's local minimum wage ordinance.

FISCAL IMPACT:
There is no fiscal impact associated with this report.

STRATEGIC ELEMENT:
This action supports the *Fiscal Sustainability* and *Inclusive Governance* elements of the Strategic Plan.

BACKGROUND:
In March 2019, the City Council made exploring the establishment of a local minimum wage one of their five priorities for FY 2019-20. Following this direction, staff compiled research about the effects of local minimum wage ordinances on other cities and conducted outreach to local businesses and stakeholders to collect feedback on the proposed policies. On February 4, 2020, the City Council adopted a local minimum wage ordinance, which can be found in Chapter 3.300 (Minimum Wage) of the City's municipal code.

Under the adopted ordinance, the minimum wage for workers within the limits of the City of Half Moon Bay increased to $15.00 per hour. Beginning on January 1, 2022, and each year thereafter, the minimum wage increases based on changes in the August the Consumer Price Index (CPI) for San Francisco-Oakland-San Jose, published by the U.S. Department of Labor. As of January 1, 2023, the City's minimum wage for all workers is $16.45. The minimum wage will increase again on January 1, 2024, based on the August 2023 CPI (current estimates are a 3% increase to approximately $16.94). Notices of the increase will be sent to businesses by November 1, 2023. Since implementing the ordinance, the City has not received any notices of violations or been required to take any action to enforce the ordinance.

Federal, State, and Local Minimum Wage Background

The minimum wage established by Federal, State, and local government law sets the lowest wage an employer legally may pay to workers. The highest of any of these laws prevails. The Federal minimum wage for covered nonexempt employees has been set at $7.25 per hour since 2009.

In 2016, the California Governor signed legislation (SB 3, Leno) which raised California's minimum wage to $15 per hour by January 1, 2022, for employers with 26 employees or more. On January 1, 2023, the State minimum wage for all employers increased to $15.50 per hour. On January 1, 2024, the state minimum wage will increase to $16.00 per hour. Future wage increases will be tied to changes in the Consumer Price Index (CPI), up to 3.5% per year. The increased minimum wage levels are applied uniformly across the state. The law also maintains existing exemptions in the minimum wage law.

Below is a table showing the progression of the State minimum wage:

State of California Minimum Wage		
Effective Date	**Employers w/ 25 Employees or Less**	**Employers w/ 26 Employees or More**
January 1, 2016	$10.00	$10.00
January 1, 2017	$10.00	$10.50
January 1, 2018	$10.50	$11.00
January 1, 2019	$11.00	$12.00
January 1, 2020	$12.00	$13.00
January 1, 2021	$13.00	$14.00
January 1, 2022	$14.00	$15.00
January 1, 2023	**$15.50**	**$15.50**
January1, 2024	$16.00	$16.00

Local governments retain the ability to adopt local minimum wage ordinances. Such ordinances can increase the minimum wage more rapidly than the statewide timeframe or can increase the minimum wage beyond the level set by the State.

The highest minimum wage in the State (and Country) is currently in the City of West Hollywood, which increased to $19.08 for all employers on July 1, 2023. The highest minimum wage in the Bay Area is in the city of Emeryville, which increased to $18.68 for all employers on July 1, 2023. The highest minimum wage in San Mateo County is in Redwood City, which is $17.00 for all employers as of January 1, 2023.

Outreach and Feedback for Adopted Minimum Wage Ordinance in 2020

Prior to consideration of the new ordinance in 2020, the City conducted outreach to business owners and key stakeholder groups about the proposed increase to the local minimum wage in Half Moon Bay. Overall, while some businesses who were already paying $15 or more per hour expressed support, the general feedback staff received from the Chamber of Commerce and most businesses was of concern about impacts to local businesses and asking for more time to prepare

for any potential increase or for an incremental increase. Those concerns intensified after adoption due to the impacts of the pandemic. Labor groups and service providers expressed support for increasing the minimum wage and the positive impacts higher wages would provide for workers and lower income families.

DISCUSSION:
Due to the ongoing challenges of the cost of living and housing affordability in San Mateo County and particularly the Coastside, the Mayor has requested this update and an opportunity to discuss options related to further increasing the minimum wage in Half Moon Bay.

Following the discussion, the Council may direct additional research, outreach, and drafting of revisions to the City's current minimum wage ordinance, for future consideration by the Council.